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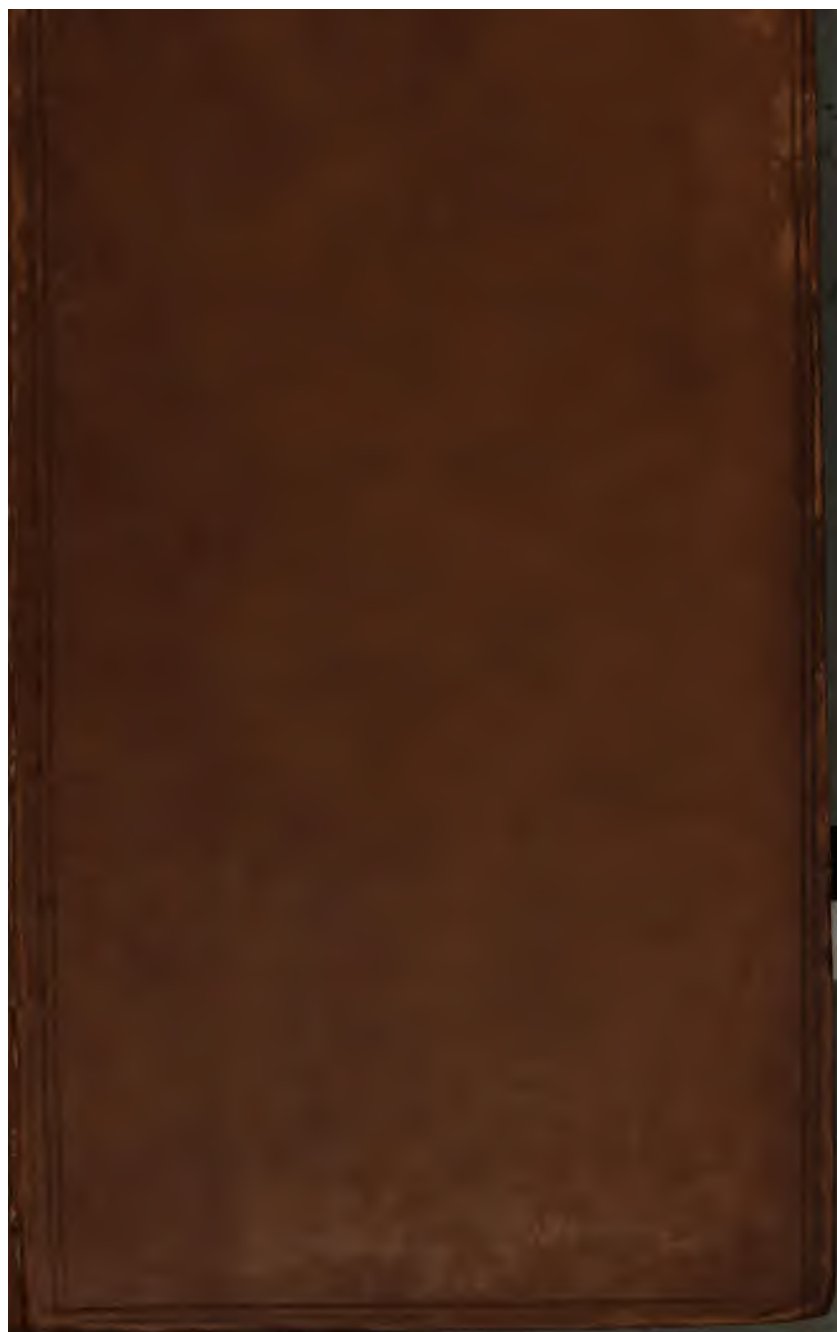
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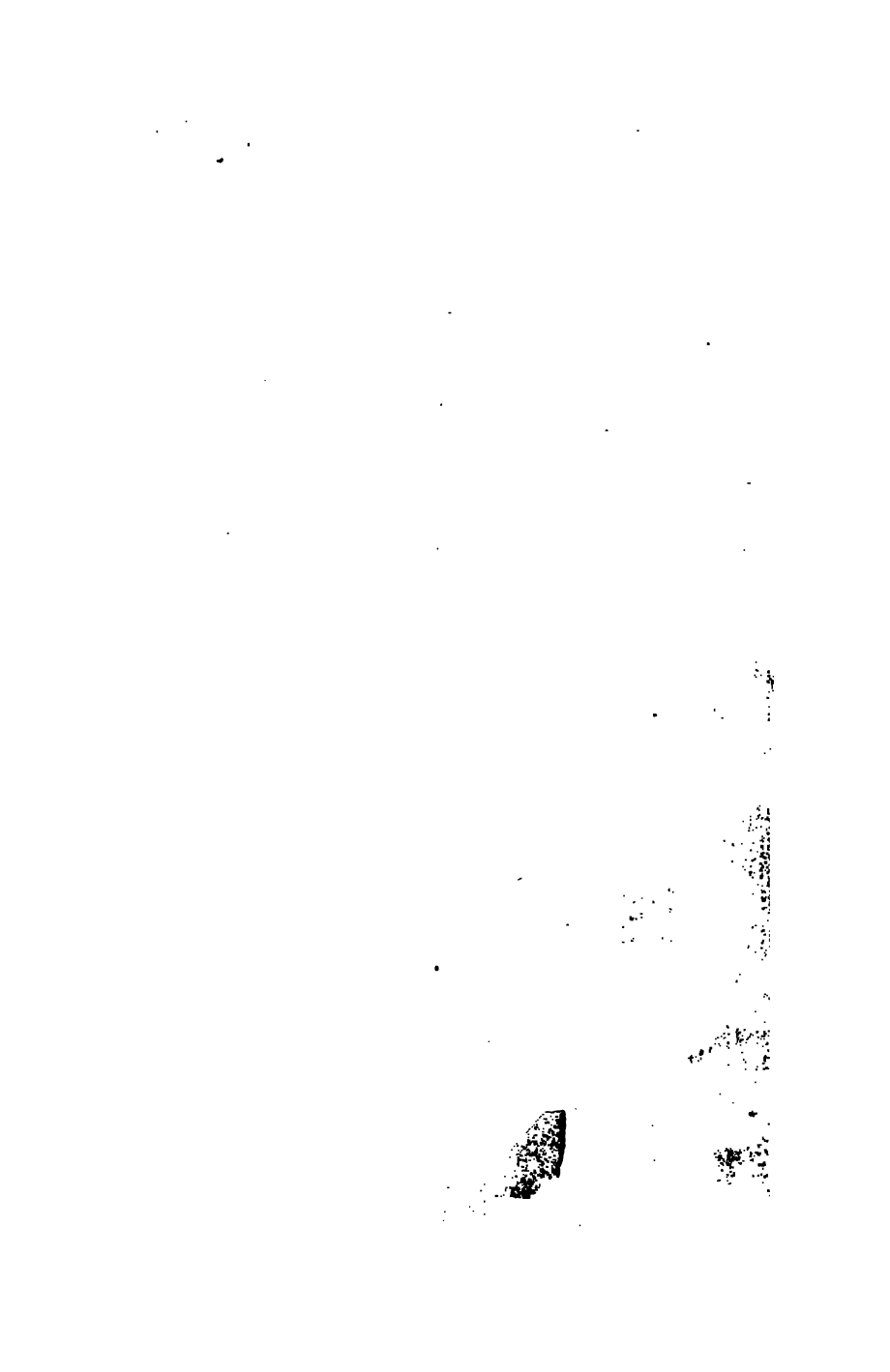
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THE NEW
POCKET CONVEYANCER,

.Or, ATTORNEY'S

Complete Pocket-Book :

Comprising a choice Selection, and great Variety of the most
Valuable and Approved

PRECEDENTS IN CONVEYANCING.

IN WHICH

The MODERN FORMS introduced by Conveyancers of the
highest Eminence now in Practice are particularly at-
tended to; and the Efficacy of them explained.

TO WHICH ARE ALSO ADDED

PRELIMINARY OBSERVATIONS relative to the *Nature*
and *Use* of each particular Species of DEED,

AN INTRODUCTORY DISCOURSE on the Subject of
DEEDS IN GENERAL,

AND

Conclusive Remarks on the ENUREMENT and CONSTRU-
TION OF DEEDS.

By JAMES BARRY BIRD,
OF NEW INN, ESQ.

IN TWO VOLUMES.

VOL. I.

LONDON:

PRINTED FOR W. CLARKE AND SON, PORTUGAL-STREET,
LINCOLN'S-INN.

1706.



P R E F A C E.

THE Profession may possibly be surprized at seeing another publication on the subject of the ensuing sheets, in addition to the many treatises which have already appeared; but their surprize will, it is presumed, immediately cease, when informed of the superior advantages possessed by the present work, in combining the *theory* with the *practice* of conveyancing; a requisite, which, though exceedingly material, has hitherto been entirely neglected. To supply this defect it was, principally, that I was induced to compile the present volumes: in which, besides a copious introduction on the nature of deeds in general, and conclusive observations on their enurement and construction, I have prefixed to each species some preliminary remarks on its distinguishing properties, and peculiar efficacy. This will enable the student to perceive with readiness which species of assurance is best calculated to answer the views of the parties in any particular transaction, and at the same time instruct him in the mode of preparing such assurance according to the most modern and approved form. But lest, in these remarks, I should inadvertently have omitted any material point, or should the student wish for more ample information on any particular deed, I have moreover subjoined references to such books.

of authority as have treated the subject more at large.

In respect more immediately to the *precedents*; it may be proper to apprise the reader that those which are distinguished by an asterisk, were taken from a manuscript collection of indisputable authority, and the rest from such approved compilations as are extant in print; and they will, I trust, upon examination, be found deficient neither in science, variety nor excellence.

In order to render the work still more complete, I have further added, in a SUPPLEMENTAL VOLUME, an index to the several precedent books of authority now in print from the time of that eminent draughtsman, Sir *Orlando Bridgeman*, to the present period, with some short remarks on the distinguishing excellencies of each precedent. This addition will not only afford the student an opportunity of perceiving the different modes of drawing which prevailed at different times, and the modern improvements which have been made in the science of conveyancing, but also furnish him with precedents adapted to every variety of circumstances which can possibly occur.

Upon the whole, I flatter myself the profession will see every reason to consider the present collection as more worthy their attention than any thing of a similar kind which has yet appeared.

NEW INN,

Michaelmas Term, 1796.

CONTENTS

TO THE

FIRST VOLUME.

	Page
INTRODUCTION.	
Of the history of ALIENATION ; and the nature Deeds - - -	i
AGREEMENTS.	
Of the nature and effect of agreements -	1
<i>Precedents of agreements</i> -	4
APPOINTMENTS.	
Observations on the nature, use and construction of appointments - -	56
<i>Precedents of appointments</i> -	59
ASSIGNMENTS.	
The nature of assignments, and their legal opera- tion - - -	68
<i>Precedents of assignments</i> -	71
AWARDS.	
General observations on the nature and effect of an award - - -	137
<i>Forms of awards and other proceedings</i> -	140
BARGAIN AND SALE.	
The nature and operation of this species of af- furance - - -	148
<i>Precedents of bargains and sales</i> -	151

CONTENTS.

	Page
BILLS OF SALE.	
Preliminary observations	168
<i>Precedents</i> of bills of sale	169

BONDS.	
Observations on the nature of bonds, and on their legal and equitable construction	173
<i>Forms</i> of bonds for various purposes	175

CONFIRMATIONS.	
On the nature and use of this species of assurance	208
<i>Precedents</i> of confirmation	209 (and 2 vol. 104)

COPARTNERSHIP.

(See PARTNERSHIP.)

COVENANTS.	
Of the nature and effects of covenants as independent assurances, and of covenants and provisos in deeds	212
Various <i>forms</i> of covenants and provisos	215

DECLARATIONS OF TRUST.	
Observations	233
<i>Precedents</i> of declarations of trust	234

DEFEASANCES.	
The nature of a defeasance	242
<i>Precedents</i> of defeasances	ib.

ENFRANCHISEMENTS.	
Preliminary observations	248
<i>Precedent</i> of a deed of enfranchisement	ib.

CONTENTS.

Page

EXCHANGES.

The nature and legal efficacy of this instrument	255, 265
<i>The form of a deed of exchange</i>	- 257

FEOFFMENTS.

The nature and operation of a feoffment	261
<i>The form of a deed of feoffment</i>	- 269

FINES.

Observations on the nature, use and efficacy of a fine	- 273
<i>Of precedents of fines</i>	- 274

GRANTS.

The nature of a grant, and the purpose for which it is used	- 275
<i>Precedents of grants</i>	- 276

LEASES.

Observations on the nature, operation and con- struction of leases	- 308
<i>Precedents of leases</i>	- 310



ERRATA.

- p. vii. line 5. dele " the" before " duresf."
- xi. — 9. instead of " formally" read " formal."
- 71 — 19. insert " of."
- 150 — 5. for " take" read " convey."
- 214 — 14. after lease insert a comma and
" these."
- 248 — place an asterisk against " *Deed of
Enfranchisement.*"

INTRODUCTION.

*Some general Observations on the Subject
of ALIENATION ; and on the INSTRUMENTS
of CONVEYANCE by which it
is effected by the ENGLISH LAW.*

IN the primitive ages of society, when the produce of the earth being common to every inhabitant, was held to confer no greater portion of right upon its possessor than a mere usufructary enjoyment during the term of his occupancy, alienation of property was inconsistent with the nature of its tenure; and DEEDS or instruments of conveyance, which are the evidence only of such alienation, were consequently unknown. But as mankind increased in numbers, the difficulty of supplying themselves with the conveniencies of life, without infringing upon the rights of each other, and the

VOL. I. B

INTRODUCTION.

encroachment arising from these encroachments, produced the necessity of establishing a more permanent system of property. It was clear, for instance, that the earth would not produce her fruits without the assistance of tillage; "But who would be at the pains of tilling it, if another might watch an opportunity to seize upon and enjoy the product of his industry, art, and labour." 2 *Blac. Com.* 7. The only question remaining, therefore, is in respect to the right which any one has to retain in a permanent manner, and not only to retain himself, but also transmit to another that specific house or land which before belonged generally to all. And as occupancy entitled him to the *use*, so the same title seems by a parity of reason to give him a right to the *substance* of the thing enjoyed: and this, in the opinion of a learned annotator on the work referred to, is agreeable to the reason and sentiments of mankind prior to all civil establishments; for where an untutored Indian, as the same author elegantly illustrates his position, has set before him the fruit which he has plucked from the tree that protects him from the sun, and the shell of water raised from the fountain that springs at his feet, if he is driven by any daring invader from his repast, he instantly feels and

INTRODUCTION.

tii

resents the infringement of that law of property which "Nature herself has written upon the hearts of all mankind." Upon whatever the right to property is founded, the power of giving and transferring it seems to follow as a natural consequence; for "if the hunter and the fisherman exchange the produce of their toils, can any one dispute the validity of the contract, or the continuance of their original title?" The right then not only of personally enjoying, but also of transmitting a man's property, when lawfully acquired, being once allowed by the consent of mankind, it followed of course that some orderly means would be devised of evincing the legality of such possession in the one case, and of testifying the validity and terms of its transmission in the other; those privileges would otherwise be of little use. Hence arose the various instruments of *conveyance* and of *assurance*, which form the subject of the following pages.

It is not to be supposed, however, that they attained their present variety otherwise than by slow and almost imperceptible degrees. But to trace their gradual advancement to their present state would carry us beyond the purpose of this introduction, and in truth be more curious than useful: it would be not only to

INTRODUCTION.

give an history of the feudal system (which for many centuries governed the subject of alienation in this and other European countries) but to follow the fluctuations of trade and commerce, and the complicated interests and arrangements which were necessarily generated by these and other connections arising from the introduction of luxury and refinement amongst mankind—we shall therefore employ ourselves, and we trust, more beneficially to the professional reader, in attempting to afford some general knowledge, 1. of Assurances in general; 2. of the nature and distinguishing qualities which respectively characterize each.

1. A deed, according to Sir *Edward Coke*, is “An instrument consisting of three things, viz. writing, sealing, and delivering, comprehending a bargain or contract between party and party, man or woman,” *Co. Lit.* 171. b. If it be made by more parties than one, there ought regularly to be as many copies of it as there are parties; and each should be cut or indented on the top or side to tally, or correspond with the other; and a deed so made is called an *Indenture*. When deeds were more concise than at present, it was usual to write all these parts on one skin of parchment with some word or letters of the alphabet written

INTRODUCTION.

between them, through which the parchment was cut in such a manner as to leave the half on one part and half on the other ; but indenting alone without cutting through any letters is all that is now practised (except indeed in the case of a *fine*) and it seems at present to be of little other use than to give name to this species of deed, and distinguish it from the deed *poll*, or single deed, which being made by one party only, is not indented but *polled* or shaved even at the top—See 2 *Blac. Com.* 295—*Co. Lit.* 229. a. n. 1.

When the several parts of an indenture are executed interchangeably by the parties, that which is executed by the grantor is usually denominated the original, and the rest counterparts ; though the modern practice is for all parties to execute each part, by which means they are all rendered originals and of equal efficacy.

There are several requisites to the validity of a deed : the first of which is that the parties be of legal ability to contract with each other, relative to the subject matter of the instrument : for this purpose it is necessary that the grantor be in possession either immediately, or in reversion, of the things intended to be granted ; for if he have only a *right* of possession, he cannot convey it to another,

Requisites
of a deed.

INTRODUCTION.

“ left under colours of right, pretended titles might be granted to great men, whereby right might be trodden down, and the weak oppressed; which the common law forbideth.” *Co. Lit.* 214. a. And though from the impartial distribution of justice which now happily prevails in our Courts, this evil is no longer to be apprehended, the prohibition is still sanctioned by the Legislature, on account of the spirit of litigation and the multiplicity of suits which might otherwise be occasioned by the sale of speculative rights and interests.

As a personal disability it is also to be observed, that those who have been convicted and attainted of the crimes of *treason* or *felony*, or the penalties of *præmunire*, are incapable as well of *conveying* as of *taking*, from the time of the offence committed; for if they were permitted to *convey*, they might deprive the King of his forfeiture, or the lord of his escheat, accruing on the attainder of those offences; and as a consequence of such attainder all lands *purchased* by them are likewise subject to immediate forfeiture. *Co. Lit.* 42.

Corporations also, whether religious or otherwise, are for reasons of policy liable to a similar disability; and unless they have a licence to hold in *mortmain*, any purchase of

INTRODUCTION.

vii

land made by them is forfeitable to the lord of the fee. *Ibid.*

Infants (that is to say) persons under the age of 21 years, *ideots*, *lunatics*, and persons under the durefs, whether of imprisonment or otherwise, though not wholly incapable either to convey, or take, are nevertheless so in some degree;—for in respect to infants, they are allowed to waive when they attain their full age, any grant or purchase which they may have made during their minority; or if an infant do not at the completion of his majority expressly agree to such purchase or conveyance, his heirs may dissent from it at his death. And the King may vacate any grant or other act made by an ideot; and the next heir or other person interested may, after the ideot's death, take advantage of his incapacity, and avoid his grant, and so too if he labours under any disability, and does not afterwards, on recovering his faculties, agree to the purchase, his heir may either waive or accept the estate at his option. Persons also who purchase or convey under durefs, may affirm or avoid such transaction whenever the durefs ceases. *Go. Lit. 2. lb. 42. Perk. § 21. 2 Inst. 483. 5 Co. 119. and see 2 Blac. Com. 289. et seq. 1. Pow. Contr. 10. et seq.* all these persons being under the protection of the law, which will not suffer

INTRODUCTION;

them to be imposed upon through the imbecility of their present condition; so that their acts are binding only in case they be afterwards agreed to, when such imbecility ceases.

Feme coverts are under greater disabilities in respect to *conveying* than they are to *purchasing*: For a feme covert may purchase an estate without the consent of her husband, and the contract will be valid during her coverture, unless he expressly declares his dissent: and though he should consent to it, she may nevertheless waive it after his death; or if she die before her husband, or do not during her widowhood, if she survives him, expressly agree to it, her heir may avoid it afterwards. But in respect to the *conveyance* of a feme covert (except indeed by matter of record) it is not merely voidable like her purchase, but actually void, and cannot be made valid by any subsequent agreement—see *Co. Lit.* 3. *Perk.* § 154.—1 *Sid.* 120.—2 *Blac. Com.* 292.

Aliens, whether friends or enemies, by the policy of our law are not permitted to hold any estate in the kingdom; all purchases by them made, being (when found by an inquest of office) immediately forfeited to the King: and as they can possess nothing, it follows that they are incapable of conveying—see *Co. Lit.* 2.

INTRODUCTION.

Lastly, *Papists* who refuse or neglect to take the oath prescribed by stat. 8 *Geo.* III. c. 60. within the time therein limited, are disabled to purchase any lands, rents, or hereditaments, and all estates conveyed either to their use or in trust for them, are void.—

See 1 *P. Wms.* 354.

The second requisite to the validity of a deed is, that the contract be entered into upon a sufficient consideration. This may be what in law is deemed either a *good* or a *valuable* consideration; a *good* consideration is that by which a man is induced to grant to a near relation out of natural love and affection; a *valuable* consideration is that of money, or other thing which may be considered as an equivalent to the value of the grant; and amongst these are reckoned marriage; the woman in this case giving up her person and services to the husband's advantage. This distinction between a good and valuable consideration is necessary to be noticed on account of the effect it gives to the operation of the grant; deeds entered into upon *good* consideration only, being considered as merely voluntary and binding only where no superior obligation intervenes; such deeds are therefore frequently set aside in favour of creditors

INTRODUCTION.

and *bona fide* purchasers,—see 13 *Eliz.* c. 5. 8.
—27 *Ib.* c. 4.—1 *Jac.* 1. c. 15.—1 *Atk.* 93.

A deed must moreover be written, and signed by the grantor, for by 29 *Car.* 2. c. 3. no assignment, grant, or surrender of any interest of any freehold hereditaments shall be valid, unless the same be put into writing and signed by the party granting, or his agent lawfully authorized: and this writing must be upon *paper* or *parchment*, for though other things may be more durable or less liable to erasure than these, yet nothing so well unites both those qualities “for there is nothing else so durable, and at the same time so little liable to alteration; nothing so secure from alteration, that is at the same time so durable.” 2 *Blac. Com.* 297. It is also further necessary, that the paper or parchment upon which the deed is written, be properly stamped, agreeably to the several statutes made in that behalf, which will be more particularly spoken of hereafter.

The terms of the contract or subject matter of the deed must be orderly, distinctly, and legally set forth; orderly and distinctly, that the meaning and intent of the parties may clearly appear upon the face of the deed; and legally that it may be sufficient to bind them, and compel an effectual performance. It is

INTRODUCTION.

not however absolutely necessary in law that it should contain all the *formal* parts that are usually to be found in the several species of deeds, so that its legal import and intent is sufficiently apparent ; but though not absolutely necessary, it is very properly observed by the able Judge, to whose admirable Commentaries on our laws I have already so frequently referred, that “ As these formally and orderly parts are calculated to convey that meaning and import in the clearest, distinctest, and most effectual manner, and have been well considered and settled by the wisdom of successive ages, it is prudent not to depart from them without good reason or urgent necessity.” These parts will therefore be particularly attended to in the precedents introduced in the present collection : and that the reader may be the better enabled to comprehend the purposes which they are respectively designed to answer, we shall also present him with some preparatory observations upon them here.

The first part of a deed, which is stiled the *premises*, sets forth the names and additions of the several contracting parties ; a recital or statement of such circumstances and facts as are necessary to explain the motives for entering into the agreement ; the consideration in

INTRODUCTION.

money or otherwise upon which it is founded; and the description of the thing granted, or about which the agreement is made; and the grant or contract itself.

The *Habendum* which follows is for the purpose of expressing the quantity of the estate granted, that is the term or duration for which it is to be enjoyed. If this has been already expressed in the premises, which it now usually is, the habendum may enlarge, lessen, explain or qualify such estate, but it cannot totally contradict or be repugnant to it. *Co. Lit.* 21. a; *Ibid.* n. (2) 2 *Co.* 23.—8 *Ib.* 54. b. *Cre. Jac.* 476.—1 *Wood* 224. n. (a).

The terms, conditions, and limitations upon which the grant is made next follow:—These of course will differ according to the nature of the contract; in a *lease* it is usually a *reddendum* or reservation, by which the lessor reserves to himself something out of the thing demised, as a *rent* which may consist of a certain sum of money, or of any stipulated services, as so many days ploughing, or the like. There is however this distinction to be observed, that if the reservation be of any thing newly created by the deed, it must be made to the lessor himself and not to a stranger, but if it be of ancient services or other thing annexed to the land it may be

INTRODUCTION.

xiii

to the lord of the fee. See 2 *Blac. Com.* 41. *lb.* 299. *Plow.* 13. 8 *Co.* 71. In other species of deeds, as a *mortgage*, it may be a condition as that the estate of the mortgagee shall determine upon repayment of the money lent.

A clause of warranty may then be added, by which the grantor, for himself and his heirs, warrants or assures to the grantee the perfect enjoyment of the estate granted. As the doctrine of warranting is (as we shall see hereafter) a good deal superseded by the modern practice of conveyancing, it is unnecessary to dwell upon it in a work of this nature, I shall therefore refer the reader to 2 *Blac. Com.* 299. and *Co. Lit.* 365. a. n. (1). where he will find a perspicuous summary of this part of the ancient law of assurances.

Covenants, or certain particular agreements between the parties, relative to the subject of the preceding grant are usually next inserted. A covenant is defined by *Plowden*, (*Com.* 308) to be "an agreement or consent of two or more persons whereby either or one of the parties promises to the other that something is done already or shall be done afterwards," it may be either real or personal; it is said to be real when by including the *heirs* of the covenantor, it binds the *real* estate; and per-

INTRODUCTION.

sonal when it extends only to his *personal* effects in the hands of his *executors* and *administrators*. If it be so worded as to include all those (which when the nature of the property will admit of it it always is) it becomes a much better security than any warranty. Hence, those sort of assurances are, as we before remarked, now seldom had recourse to.—See 1 *Wood*, 232. § 7. 1 *Fonbl. Eq.* 134-428. 344.

The deed then *concludes* by the signature of the several parties. It is doubted whether this mark of consent, identification, and authenticity, can be securely effected by *sealing* alone, or whether the superscription of the parties is also requisite. Sir W. Blackstone inclined to the latter opinion, but perhaps without sufficient reflection, for as the statute of 29 *Car.* 2. c. 3. § 3. (upon the construction of which he grounds his opinion) is expressly directed against the prevalence of clandestine fraud, sealing alone (with the attendant requisite of delivery in the presence of witnesses) seems to be an act sufficiently notorious to meet the mischief of the statute. And see 1 *Wood* 238. n. (a).

See more concerning the nature and operation of deeds in general, 2 *Blac. Com.* 298. *Wood. Inst.* 224. *Lill. Conv.* 161. *Shep. Touch.* c. 5.

INTRODUCTION.

xv

2. Having briefly explained the nature of deeds in general, we shall now proceed to consider more particularly the several species of deeds, assurances, and other instruments of conveyance, by which the various kinds of property, rights, and interests, which subsist in a commercial country, may be transferred, secured, or limited, to answer the various ends of private convenience or family arrangement, and at the same time (which is in truth the more immediate object of the present work) give a great variety of forms or precedents of each species as settled and approved by the most eminent practisers in this branch of learning.



THE NEW
POCKET CONVEYANCER,

OF AGREEMENTS.

AN *Agreement* according to its legal import may be defined to be "The consent of two or more persons in constituting or dissolving some lawful obligation," and in this sense it includes every species of assurance comprized in the following sheets; but in its more ordinary and common acceptation, and that to which we would here confine it, it signifies a memorandum or short contract in writing, expressing the consent of two or more persons, the one to part with, and the other to receive some property, right, or interest; and as thus defined it is usually made prepara-

tory to some more formal and solemn instrument.

In giving an outline of the law relating to this species of contract we shall consider, 1st, who are capable of entering into an agreement ; 2dly, the manner in which it ought to be framed.

As an agreement according to the preceding definition is not a manual or mechanical act merely, but an act of the mind, it follows that none can bind themselves by this species of assurance but those who are possessed not only of the power of thinking, but of a freedom of will.

Infants therefore, idiots, lunatics, married women, and persons under any kind of duress or restraint of action, are in general incapable of entering into an agreement, see ante p. vii. such persons having either no discretion at all, or not the power of exercising it.—1 *Bac. Abr.* 67. But as this rule is intended purely for the benefit of those who are under its influence, in order, that their imbecility may not subject them to imposition, an exception is admitted in cases where that object is not affected ; as for instance, if an infant, &c. enter into an agreement for necessities, he will be equally bound with persons of riper judgment, for otherwise he might be unable to procure

them, and the benignity of the law be thus defeated by its own provisions.

2. An agreement if it respect lands or hereditaments, or goods of the value of 10l. must by the statute of frauds be conceived in writing, unless "for leases not exceeding three years from the making, whereupon the rent reserved shall be two thirds of the improved value."

(See the equitable construction of the statute

1 Eq. Ca. Abr. 19. Prec. Chan. 526. Stra. 236.

1 P. Wms. 618. 4 Term Rep. 680. 5 ib. 472.

And to be effectual, it must be so framed as to express with clearness and precision the stipulations and terms of the contract, and the mutual consent of the parties, no action can otherwise be maintained upon it if not performed. This however is frequently provided for by stipulating a recompence in the event of a failure ; and that the party by whose default it may be occasioned shall reimburse all expences incurred by the non-performance. And if the agreement relates to a sale of lands it may be prudent, to prevent future litigation, to mention the particular covenants which shall be inserted in the purchase deed.

But should these matters have been inadvertently neglected, the intent of the agreement will in equity be always regarded, for

Of AGREEMENTS.

"the intention is the chief thing to be considered in agreements, and it is the honour of the law that men should enjoy their bargains according as they intended."—*Plow.* 290. b. 2 *Mod.* 239.

It is not necessary that an agreement should express the *consideration* upon which it is entered into, as that fact is not enquirable into, but shall be always intended.—*Plow.* 308.

See more concerning this subject, 1 *Wood Conv.* 272. *Lil. Conv.* 164. 1 *Eq. Ca. Ab. c.* 4. also 2 *Blac. Rep.* 973. 1 *Term Rep.* 735. 2 *ib.* 739. 4 *ib.* 680. 5 *ib.* 472.

An agreement between a merchant and a book-keeper for a year.

Articles of agreement made, indented, and concluded upon this — day of — in the year of our Lord 1795. Between *A. B.* of *London*, merchant, of the one part, and *C. D.* of the same place, book-keeper, of the other part.

THE said *C. D.* for the considerations herein after mentioned, doth hereby for himself, his executors and administrators, covenant, promise and agree to and with the said *A. B.* his executors and administrators, that he the said *C. D.* shall and will during the space of one whole year, to commence from the day of the date hereof, dwell, continue and abide with the said *A. B.* and

AGREEMENTS.

5

him diligently and faithfully serve during the said term, in keeping the books of accounts of him the said *A. B.* and in such other employment, business and affairs, as he the said *A. B.* shall think proper to employ him in during the said term; and therein shall, from time to time, and at all times during the said term, do, observe and fulfil the lawful and reasonable commands and directions of the said *A. B.* without disclosing the same or the secrets of his employment, business or dealings, to any person or persons whatsoever, during the said term; and shall not, at any time hereafter during the said term, correspond with any person or persons corresponding with the said *A. B.* nor use any traffick or dealing in the way of the said *A. B.* for himself or any other person or persons (other than the said *A. B.*) without the permission and consent of the said *A. B.* first had and obtained for that purpose; and the said *C. D.* doth for himself his executors and administrators further covenant, promise and agree to and with the said *A. B.* his executors and administrators, that he the said *C. D.* shall and will from time to time during the said term, write and keep a true and perfect account and accounts, for him the said *A. B.* and will not embezzle, purloin, wilfully waste or mispend any of the goods, wares, monies, merchandizes or commodities of the said *A. B.* his servants, family, or any of them; *And also*, that he the said *C. D.* his executors or administrators, shall and will from time to time and at all times during the said term, upon request, make and give unto the said *A. B.* his executors and administrators, a full, true, just and perfect account and

AGREEMENTS.

reckoning in writing, of and for all money which he shall receive in or pay out, and of all goods and commodities which he shall at any time during the said term receive in or deliver out upon the account and for the use or by the order of the said *A. B.* *And also*, that he the said *C. D.* his executors and administrators, shall and will well and truly pay or cause to be paid unto the said *A. B.* his executors or administrators, all such sum and sums of money as shall appear to be due upon the foot of such account or accounts; *And also*, that he the said *C. D.* his executors or administrators shall not, at any time or times during the said term, trust or deliver forth upon credit any of the monies, wares and commodities of the said *A. B.* to any person or persons whatsoever, without the special licence and consent of him the said *A. B.* *In consideration* of which said service, so to be done, and performed by him the said *C. D.* as aforesaid, the said *A. B.* doth for himself his executors and administrators, covenant, promise and agree to and with the said *C. D.* his executors and administrators, that he the said *A. B.* shall and will pay, allow and give unto him the said *C. D.* for the said one year's service, the sum of 50*l.* payable on the four quarter-days herein after mentioned, that is to say on the — day of — *Et.* by even and equal portions, and shall and will during the said term find and provide for the said *C. D.* competent and sufficient meat, drink, washing and lodging. *In witness* whereof the said parties to these presents have hereto interchangeably set their hands and seals the day and year first above written.

An agreement between a man and his creditors by way of indenture.

THIS indenture made, &c. between A. B. of Recital of
London, winecooper, of the one part, and the several
C. D. E. F. and G. H. &c. creditors of the debts.
said A. B. of the other part. Whereas the
said A. B. on the day of the date of these pre-
sents, stands justly indebted to his said cre-
ditors in the several sums of money following,
(that is to say) to the said C. D. in the sum of,
&c. to the said E. F. in the sum of, &c.
and to the said G. H. in the sum of, &c.
amounting in the whole to the sum of, &c.
which said several sums of money the said
several and respective creditors, at the request
and desire of the said A. B. are contented
and do hereby respectively agree to accept and
take in such manner and proportion as herein
after is mentioned. Now this indenture wit- Covenant
nesseth, that the said A. B. for himself, his for the pay-
heirs, executors and administrators, doth here- ment of se-
by covenant, promise and agree to and with veral sums
his said several creditors abovenamed, their of money
executors and administrators respectively, that at several
be the said A. B. his heirs, executors and ad- times to
ministrators, or some or one of them, shall one credi-
and will, (by and with the consent, direction, tor, with
nomination and appointment of his said other consent of
creditors respectively, testified by their being the others.
made parties to these presents, and sealing In trust,
and delivering hereof,) well and truly pay or &c.
cause to be paid unto the said C. D. his exe-
cutors or administrators, the full sum of, &c.
on ——— next ensuing the day of the date
hereof, or within three days after, and the
sum of, &c. more, monthly, on, &c. of every
month then next and successively following,
or within three days after, until the sum of,

AGREEMENTS.

Covenant
that, unless
default be
made in
payment,
&c. the
creditors
shall not
sue, &c.

£c. part of the said sum of, £c. be thereby paid and satisfied, and shall and will likewise pay or cause to be paid unto the said *C. D.* his executors or administrators, the further sum of £c. on, £c. of the month next and immediately following the last payment of the said sum of, £c. being the residue and in full satisfaction and discharge of the aforesaid sum of, £c. and of all other sum and sums of money now due or owing to the said creditors abovenamed, or any of them respectively; Upon special trust and confidence nevertheless, and to the intent and purpose, that he the said *C. D.* his executors and administrators, shall and will upon demand pay and satisfy to each and every of the said creditors abovenamed, an equal part and share of all such sum and sums of money, as shall from time to time be so paid to him or them respectively, by the said *A. B.* in proportion to the several creditors herein before named. And the said *C. D. E. F.* and *G. H. £c.* for themselves severally and respectively, and for their several and respective executors, administrators and assigns, and not the one for the other, do and each of them doth hereby covenant and promise to and with the said *A. B.* his executors and administrators, that unless and until some default shall happen to be made by the said *A. B.* his executors or administrators, of or in payment of the said money herein before covenanted to be paid or of some part thereof, contrary to the true intent and meaning of the said covenant, they the said creditors abovenamed, or any of them, their or any of their executors or administrators respectively, shall not nor will sue, arrest, imprison, implead, attach, seize, levy, condemn, or prosecute the said *A. B.* his heirs, execu-

AGREEMENTS.

tors or administrators or any of them, or his or their lands or tenements, goods or chattels, or any part thereof, for or on account of the said sums of money, or any other sum or sums of money now due or owing to them or any of them respectively, in any-wise however. *And* in case the said creditors, ^{And that if they sue, &c. the debtor to be acquitted, &c.} their executors or administrators, or any of them respectively, shall before such default made act, or do contrary to the said covenant, he the said *A. B.* shall be and is hereby for ever acquitted and released of and from all sum and sums of money, bills, bonds, reckonings, accounts and demands whatsoever, due, owing, or belonging to, or which may or might be asked, claimed or demanded by such of the said creditors respectively, so acting or doing contrary to the said covenant, or any matter, cause or thing whatsoever, unto the day of the date of these presents. *And* the said *A. B.* doth hereby covenant and promise to and with the said *C. D.* his executors and administrators, and the rest of the creditors above-named, that within the space of one day next after he the said *C. D.* and the rest of the said creditors above-named, have sealed and executed these presents, he shall and will deliver to and leave with him the said *C. D.* a true account of all his stock or quantity of &c. that he had by him on the, &c. ^{Covenant to give an account of all his effects and debts.} *And also* a true list or account of all the goods and separate debts now due, owing or belonging to him from any person or persons whomsoever, together with an account of their names and places of abode, who have or owe the same. *In witness, &c.*

For the sale of an estate.

Articles of agreement indented, &c. the
 — day of — 1796, between *A. B.*
 of, &c. of the one part, and *C. D.* of
 the other part.

FIRST, The said *A. B.* for the consideration of — of lawful money of *Great Britain*, to him in hand paid by the said *C. D.* before the sealing and delivery of these presents, and of the further sum of — to be paid as herein after is mentioned, *Doth* hereby for himself, his heirs, executors and administrators, and every of them, covenant and agree with the said *C. D.* his heirs, executors and administrators, and every of them, by these presents, that he the said *A. B.* and all and every other person and persons whatsoever claiming or to claim any right, title or interest under him or any other person or persons whatsoever, of, in or to the — and premises herein after mentioned, shall and will, at the proper costs and charges of the said *C. D.* his heirs and assigns, (except fees for counsel) on or before the — day of — by such conveyances, assurances, ways and means in the law, as he the said *C. D.* his heirs or assigns, or his or their counsel learned in the law, shall reasonably devise, or advise and require, well and sufficiently grant, sell, release, convey and assure to the said *C. D.* and his heirs, or to whom he or they shall appoint or direct, *All* that, &c. situate, &c. in the tenure or occupation of — with proper covenants to be therein contained; that the said *A. B.* at the time of

AGREEMENTS.

11

such conveyance is free from all incumbrances, and all other fit and reasonable covenants: *In consideration* whereof the said *C. D.* for himself, his heirs, executors, administrators and assigns, *Doth* covenant and agree with the said *A. B.* his heirs, executors and administrators, by these presents, that he the said *C. D.* shall and will well and truly pay or cause to be paid to the said *A. B.* his heirs, executors or administrators, the aforesaid sum of ——— at the time of executing the said conveyances. *And* for the true performance of all and every the covenants aforesaid, each of the said parties bindeth himself, his heirs, executors and administrators, unto the other of them, his heirs, executors and administrators, in the penal sum of ——— *In witness,* &c.

Of a reversion after lease for years.

—— All that —— situate —— now in the tenure or occupation of *T. E.* (which he holdeth by lease from the said *A. B.* determinable at the expiration of ——— years); and the reversion and reversions, remainder and remainders of all and singular the said premises, and every part and parcel thereof; and all the rent or rents, and other profits whatsoever arising therefrom; and also all the estate, right, title, interest, inheritance, expectancy, use, property, claim and demand whatsoever of him the said *A. B.* of, in or to the said premises, and every or any part thereof —

For the sale of timber.

Articles of agreement indented, made, concluded, and agreed upon this — day of — 1795, between *A. B.* of the one part, and *C. D.* of the other part, as follows:

FIRST, The said *A. B.* in consideration of the sum of — of lawful money of *Great Britain*, to be paid to him in manner, and at the times herein after mentioned, *Hath* bargained and sold, and by these presents, *Doth* bargain and sell, unto the said *C. D.* his executors, administrators, and assigns, all &c. and all which said timber, or trees, are swithched, scribed, marked, or numbered, *Together* with free liberty and privilege to and for the said *C. D.* his executors, administrators, agents, workmen, servants, and assigns, from the day of the date hereof, until the — day of — which will be in the year of our Lord 1796, with horses, waggons, carts, and carriages, and all other proper utensils, to enter into and upon, and to have free ingress, egress, and regress, into and from all or any part of the said several lands, and grounds, in the occupation of the above named respective tenants, or on which the said several herein before mentioned timber, or trees, are now growing. And there to fell, stock, stubb up by the roots, cut down, hew, saw, work up, convert, sell, take, and carry away, all such timber, or trees, and the produce thereof; and to dig, and make saw-pits, and cabins, in convenient places in the said grounds, and to flea turf and to get such clods, sand, and soil,

as may be necessary for working, converting, and coaling the said timber, and wood, arising from the said trees, doing as little damage, or spoil thereby, as possibly may be, With liberty also to lay, place, and steath such timber, or trees, and the produce thereof, in and upon the said several lands, and grounds, provided the said *C. D.* or his assigns, should carry and confine all such timber or trees, and the produce thereof within the compass of ——— acres of land, upon the respective lands or grounds, on which the same are fallen. *And* the said *C. D.* for himself, his heirs, executors, and administrators, and for every of them, doth hereby covenant, promise, and agree to and with the said *A. B.* his executors, administrators, and assigns, by these presents in manner following, that is to say; that he the said *C. D.* his heirs, executors, administrators or assigns, or some or one of them shall, and will, well and truly pay, or cause to be paid unto the said *A. B.* his executors, administrators or assigns, the said sum of ——— in manner following, that is to say, the sum of ——— (part of the said sum of ———) on the ——— day of ——— now next ensuing the date of these presents, and the further sum of ——— (being the residue of the said sum of ———) on the ——— day of ——— which will be in the year of our Lord 1796, *And also*, that he the said *C. D.* his executors, administrators or assigns, shall, and will, (for the purpose of clearing the grounds, as much as may be from the roots) stock or grub up, or cause to be stocked or grubbed up, at the distance from each respective tree, of at least four feet from the body of such tree; all the roots belonging to such respective trees, as

AGREEMENTS.

may be thought proper and necessary for the purpose of clearing the grounds as much as may be from the roots. *And also*, shall and will, on or before the — day of — which will be in the year of our Lord 1796, not only well and sufficiently fill up all such saw-pits, as shall for the purposes aforesaid, have been before that time made by him or his servants or workmen, but also carry off and clear, all the trees, timber, bark, cordwood, and all other stuff arising therefrom, of, and from the said lands or grounds, and shall not commit any voluntary waste or damage, in or upon any part of the said lands or grounds, save such as shall be unavoidable, and according to the purport and true intent and meaning of these presents. *In witness, &c.*

Agreement to make an assignment of a lease.

WHEREAS J. B. hath by his deed indented, dated, &c. demised and to farm letten unto the said A. A. All that messuage, &c. To hold to him the said A. A. his, &c. (*reciting the lease*) as by the said deed, relation thereto being had, will more fully and at large appear: Now the said A. A. in consideration, &c. Doth hereby for himself, &c. — that he the said A. A. shall and will at the costs of him the said C. D. his executors or administrators, by deed indented, assure, assign and grant over to the said C. D. his executors and administrators, the said messuage, &c. and all his estate, right, title and demand therein; *To have and to hold* to the said C. D. his executors and administra-

tors, during the residue of the said term of — years then to come and unexpired of and in the same, by virtue of the said deed indented, under the rents, covenants and agreements therein specified. *In witness, &c.*

An agreement for building a house.

BE it remembered, That on this — day of — it is agreed between *A. B.* of — and *C. D.* of — in manner and form following, (*to wit*) the said *C. D.* for the considerations herein after mentioned, *Doth* for himself, his heirs, executors and administrators, covenant with the said *A. B.* his heirs, executors, administrators and assigns, that he the said *C. D.* shall and will within the space of — next after the date hereof, in a good and workmanlike manner, and according to the best of his art and skill, at — well and substantially erect, build and finish one house and messuage according to the draught or scheme hereunto annexed, of the dimensions following, *viz.* — and compose the same with such stone or brick, timber and other materials, as the said *A. B.* shall find and provide for the same: *In consideration* whereof the said *A. B.* doth for himself, his executors, administrators and assigns, covenant with the said *C. D.* his executors and administrators, well and truly to pay unto the said *C. D.* his executors and administrators, the sum of — of lawful money of *Great Britain*, in manner following, to wit, — part thereof at the beginning of the said work, — more, another part thereof, when the said work shall be

half done, and the remaining in full for the said work when the same shall be completely finished: *And also* that the said *A. B.* shall and will at his own proper expence find and provide all the stone, brick, tile, timber, and other materials necessary for making and building of the said house. *And* for the true performance, (as before p. 11.) *In witness, &c.*

An agreement for a hired servant.

Articles of agreement indented, &c. between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, as follow, to wit.

THE said *C. D.* for the consideration herein after mentioned, *Doth* covenant, promise and agree to and with the said *A. B.* his executors and administrators, by these presents in manner following, (that is to say) That he the said *C. D.* shall and will, for and during the term of ——— years, to begin and be accounted from the date of these presents, serve, abide and continue with the said *A. B.* his executors and administrators, as his and their covenant servant, and diligently and faithfully, according to the best and utmost of his power, skill and knowledge, exercise and employ himself in, and do and perform all such service and business whatsoever, as well relating to the trade of a tobaccoist, which the said *A. B.* now useth, as in and about all other business, matters and things whatsoever, as the said *A. B.* shall from time to time order, direct and appoint, to and for the most profit and advantage of the said *A. B.* that he can, and shall and will

AGREEMENTS.

keep the secrets of the said *A. B.* relating to the said trade and business; and likewise be just, true and faithful to the said *A. B.* in all matters and things, and no ways wrongfully detain, embezzle or purloin any monies, goods or things whatsoever belonging to the said *A. B.* And also shall and will keep just, true and faithful accounts in the books of the said *A. B.* of all goods bought and sold, monies received and paid, and of all other things whatsoever relating to the business of the said *A. B.* as shall come to be committed into his care, management or disposal; and from time to time pay all monies which he shall receive of or belonging to or by order of the said *A. B.* into his hands, and make and give up true and fair accounts of all his doings and doings in the said employment without fraud or delay, when and as often as he shall be thereto required. And in consideration of the premises, and of the several matters and things by the said *C. D.* to be performed as aforesaid, the said *A. B.* doth for himself, his executors and administrators, covenant, promise and agree to and with the said *C. D.* by these presents, that he the said *A. B.* shall and will find and provide unto and for the said *C. D.* in his dwelling-house, sufficient meat, drink, washing and lodging, and also well and truly pay or cause to be paid unto the said *C. D.* his executors, administrators or assigns, the sum of 20*l.* a-year of lawful money of *Great Britain* for the first——— years, and the sum of 30*l.* a-year for the residue of the said term of —— years by equal quarterly payments, and shall and will allow the said *C. D.* such reasonable expences in and about the business aforesaid as

AGREEMENTS.

he the said *A. B.* shall think fit. *And* the said parties do mutually covenant and agree with each other, that if the said *A. B.* shall not be willing to continue the said *C. D.* in his service after the expiration of the said ——— years; or if the said *C. D.* shall not be willing to serve and continue with the said *A. B.* after the expiration of the said ——— years; in either of the said cases the said parties shall and will give ——— months notice of such their minds and intention, before the expiration of the said term. *In witness, &c.*

An agreement between a gentleman and a bailiff relative to the management of a farm.

Articles of agreement indented, made, and concluded upon this 10th day of January, in the 35th year of the reign of our Sovereign Lord, George the Third by the Grace of God, of *Great Britain, France and Ireland*, King, Defender of the Faith, &c. in the year of our Lord 1795, between *T. S.* of the one part, and *S. F.* of the other part as follows, that is to say :

WHEREAS, The said *T. S.* hath agreed with the said *S. F.* to be his servant or agent, for the purpose of ordering and managing to the best advantage, all that messuage or tenement and farm, barns, stables, out-houses, lands, meadows, and pasture grounds, with the several appurtenances thereunto belonging, now in the tenure and occupation of the said *T. S.* situate, lying, and being in the parish of *W.* aforesaid, and commonly called

AGREEMENTS.

11

or known by the name of — for and during the term of one whole year, to commence from the fifth day of the present month, being Christmas-Day old stile, and so from year to year as long as the said T. S. and S. F. shall agree, to and for the yearly sum, salary or wages of 100*l*. payable quarterly as hereafter mentioned, Now it is hereby covenanted, ^{Agree-}granted, concluded, and agreed upon by and ^{ments and}between the said T. S. and S. F. as well for ^{covenants}themselves as for their several executors, administrators, and assigns, by these presents, in manner and form following; (that is to say) The said S. F. for himself, his executors, ^{From the}and administrators, doth covenant, promise, ^{servant}and agree to and with the said T. S. his executors, administrators, and assigns, that he the said S. F. shall and will at all times and seasons during the said term of one year, and so long after as the said parties shall agree as aforesaid, order, manage, cultivate and improve, according to the best of his abilities, skill, and knowledge, all and singular the lands, meadows, arable and pasture grounds; and also all and singular the cattle, stock, outhouses, buildings, and appurtenances belonging to, and now, or any time hereafter, being upon the said farm and premises called — situate as aforesaid, to the greatest benefit and advantage in all things and respects of him the said T. S. his executors, administrators, and assigns. *In consideration of* ^{From the}which said promise and agreement, and other ^{master}the premises aforesaid, he the said T. S. for himself, his executors, administrators, and assigns, doth covenant, grant, and agree to and with the said S. F. his executors and administrators, by these presents, that he the said T. S. his executors, administrators, or

AGREEMENTS.

assigns, shall and will well and truly pay cause to be paid unto the said *S. F.* his cutors, administrators, or assigns, the yearly sum, salary, or wages, of one hundred pounds of lawful money of Great Britain, during so long as the said *S. F.* continue to manage the said farm and mises for the said *T. S.* in pursuance of presents, the same to be payable and or otherwise by the said *S. F.* retained of the monies in his hands, on the four usual quarterly days of payment of rent, to wit, the first day of January, or fifth day of April, the fourth day of July, the tenth day of October, and the fifth day of January, in every year, by even, and equal portions. In witness whereof the said parties have hereunto set their hands and seals, the day and year first above written.

*Articles of apprenticeship by indenture
which the apprentice binds himself
surveyor and builder; with many
provisions.*

THIS indenture, made &c. between *J. N.* of &c. in the county of *Middlesex*, gentleman, of the one part; and *T. N.* of &c. in the parish of &c. in the said county of *Middlesex*, architect, of the other part, witnesseth, that the said *W. L.* of his own will and accord, testified by his sealing and delivering these presents, hath put and bound himself apprentice to the said *T. N.* to be taught and instructed in the several trades and businesses, or employments of an architect and a surveyor, from the day of the date of these presents, unto the full end and term

four years from thence next ensuing. And that the said *T. N.* in consideration of the sum of one hundred pounds, of good and lawful money of *Great Britain*, to him in hand well and truly paid, by the said *W. L.* at or before the sealing and delivering of these presents, the receipt whereof the said *T. N.* doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit and discharge the said *W. L.* his executors, administrators, and assigns, by these presents, hath (testified by his sealing and delivery hereof) agreed to take and accept of the said *W. L.* as his apprentice, during the said term. And the said *W. L.* doth hereby covenant, promise, and agree to and with the said *T. N.* his executors and administrators, that he, the said *W. L.* shall and will, during all the said term of four years, well and truly serve the said *T. N.* as an apprentice in the said trades or businesses of an architect and a surveyor, diligently attending to the business and concerns of his said master, from the hour of nine o'clock in the morning, until the hour of seven o'clock in the evening, save and except an interval of two hours, which is to be allowed the said *W. L.* to dine; doing no damage or injury to his said master, nor knowingly suffering the same to be done without acquainting his said master therewith; but shall and will in all respects acquit and demean himself as an honest and faithful apprentice ought to do. And the said *T. N.* doth hereby, for himself, his executors, and administrators, covenant, promise, and agree to and with the said *W. L.* his executors, administrators, and assigns, in manner following—(that is to say) that he, the said *T. N.* according to the best of his power, skill, and

Covenant
that master
will properly in-
struct ap-
prentice.

And that
he will pay
certain al-
lowances
in lieu of
boarding
in his fa-
mily.

knowledge, shall and will, during the term of four years, teach and instruct cause to be taught and instructed, the *W. L.* in the two several trades, business or employments of an architect and a surveyor and in all things whatsoever, incident and longing thereto, in such manner as he, said *T. N.* now, or at any time hereafter during the said term, shall use or practise same. And further, that he, the said *T* shall and will well and truly pay, or cause to be paid, unto the said *W. L.* or his assigns during the said term of four years, or during so much thereof as the said *W. L.* shall continue his apprentice, as aforesaid, the several sums of money, and chargeable at the several times, herein after mentioned, in lieu and satisfaction of the board and lodging of said *W. L.* during the said term (that is to the sum of thirty-five pounds, of lawful money of *Great-Britain*, for the first year of the said term; the sum of forty pounds of lawful money, for the second year of the term; the sum of forty-five pounds of lawful money, for the third year of the term; and the sum of fifty pounds, for the fourth and last year of the said term, (until the said apprenticeship be sooner determined at such request of the said *W. L.* as is hereafter mentioned, in which case the said sum of fifty pounds last mentioned shall not be paid or payable), together with a proportionable part of either of the said sums which shall happen to be due at any sooner determination of the said apprenticeship, to be computed from the last quarterly day of payment thereof, up to the day of such determination; the said several and respective sums of thirty pounds, forty pounds, forty-five pounds,

fifty pounds, to be paid and payable by four equal quarterly payments, on the twenty-fifth day of *December*, the twenty-fifth day of *March*, the twenty-fourth day of *June*, and twenty-ninth day of *September*, in every year, the first payment thereof (or of such proportional part of the said sum of thirty-five pounds, as shall be then due) to begin and to be made on the twenty-fifth day of *December*, now next ensuing; the same to be free and clear of all manner of deductions whatsoever; which said several and respective sums of thirty-five pounds, forty pounds, forty-five pounds, and fifty pounds, the said *W. L.* doth hereby, for himself, his executors, administrators, and assigns, covenant and agree to and with the said *T. N.* his executors, and administrators, to take and accept in lieu of, and in full satisfaction for, his board and lodging, during the said term, as aforesaid. And moreover the said *T. N.* doth hereby, for himself, his executors, and administrators, covenant, promise, and agree to and with the said *W. L.* his executors, administrators, and assigns, that if the said *W. L.* shall happen to depart this life, at any time within twelve calendar months, to be accounted from the date of these presents, he, the said *T. N.* his executors or administrators, shall and will return and pay unto the executors, administrators, or assigns of the said *W. L.* fifty pounds of the said sum of one hundred pounds, paid by him the said *T. N.* as aforesaid. And further, that he the said *T. N.* his executors, administrators, or assigns, will not require or call upon the said *W. L.* to attend to the business or concerns of the said *T. N.* his executors, administrators, or assigns, any more than eight hours in one and the same

Covenant that in case of apprentice's death master will return a part of premium.

Covenant that master will not require more than eight hours a day attendance.

Covenant
that master
will permit
apprentice
to quit him
at the end
of three
years.

Covenant
that in case
of master's
death exe-
cutors shall
provide ap-
prentice a
new master

day, namely, from the hour of nine o' in the morning, until the hour of seven o' in the afternoon, as is herein before expressed unless the said *W. L.* unavoidably be engaged about the proper business of the said *T. N.* out of his office or accounting-house and in case the said *W. L.* shall be so employed, it is hereby declared and agreed that all extraordinary expences which he necessarily be put to on such account, be borne and paid by the said *T. N.* his executors, administrators, or assigns. And the said *T. N.* doth hereby, for himself, his executors, and administrators, further express covenant, promise, and declare to and with the said *W. L.* his executors, and assigns, that he will permit and suffer the said *W. L.* if he shall think fit and require it, free to depart from and leave the service of him the said *T. N.* his executors, administrators or assigns, at the expiration of the term of four years of the said term of four years, last before-mentioned, and use and employ himself in his own benefit and advantage, when and where he shall think fit, without any hindrance or molestation of or by the said *T. N.* his executors, administrators, or assigns, or either of them, upon express condition, nevertheless that the said *W. L.* shall not in the said term of years claim any part of the said sum of fifty pounds herein before stipulated to be paid by the said *T. N.* for the fourth year of his apprenticeship, these presents, or any thing in writing contained to the contrary thereof in any manner notwithstanding. And it is hereby mutually agreed and declared, by and between the said parties to these presents, that in case the said *T. N.* shall happen to die before the

the apprenticeship of the said *W. L.* that then and in such case the executors or administrators of him the said *T. N.* shall and will, as soon as may be after his death, find and provide a new and other proper master, being an architect and a surveyor; and at their own charge, and without delay, turn over the said *W. L.* to such new master, for the residue which shall be then unexpired of the term of his apprenticeship, upon the same terms, or upon terms equally advantageous to the said *W. L.* as are contained in this indenture; and in default of so doing, they, the said executors or administrators of the said *T. N.* shall and will pay unto the said *W. L.* his executors, administrators, or assigns, the sum of twenty pounds for each and every year of the said term of four years, which shall so remain unexpired. And lastly, for the true performance of the several covenants and agreements herein before-mentioned and contained on the respective parts of each of them the said *W. L.* and *T. N.* their executors and administrators, to be taught, served, paid, done, and performed, in manner before-mentioned, and according to the true intent and meaning of these presents, they, the said *W. L.* and *T. N.* do bind themselves unto each other, and unto the executors, administrators, and assigns, of each other, in the sum of one hundred pounds of lawful money of *Great-Britain*, firmly by these presents: In witness, &c.

Penalty for
non-per-
formance of
agreement.

*Articles of Clerkship with an Attorne
Solicitor, where the Clerk is put on
his Father.*

AR TICLES &c. between *A. H.* &c. in the county of *Middlesex*, gentleman, of the one part; and *T. J.* of &c. *don*, gentleman, and *J. J.* son of the *T. J.* of the other part, as followeth—
 is to say, the said *T. J.* for himself, his executors, and administrators, doth covenant, promise, grant, and agree to and the said *A. H.* his executors, administrators and assigns, in manner and form followeth, that is to say, that for and in consideration of the said *A. H.*'s accepting of the said *T. J.* into his service, as his clerk, and in consideration of the sum of two hundred pound lawful money of *Great-Britain*, in hand paid to the said *A. H.* by the said *T. J.* the receipt of which said sum, he the said *A. H.* hereby acknowledge, and also in consideration of the covenants and agreements hereafter in these presents mentioned, on the part and behalf of the said *A. H.* his executors and administrators, to be performed, fulfilled and kept, he the said *J. J.* shall and will faithfully, and diligently serve him the said *A. H.* as his clerk, in the practice and session which he the said *A. H.* now followeth as an attorney or solicitor in his Majesty's Courts of King's Bench and Exchequer at *Westminster*, from the day of the date hereof for and during the term of six years thence next ensuing, and fully to be completed and ended; and that without the wilful or negligent cancelling, obliterating, spoiling

Father covenants for his son's due service.

For a term of six years.

losing, embezzling, lending, spending, or And that he
 making away with any of the books, papers, will not de-
 deeds, writings, monies, or other goods or stroy pa-
 chattels of the said *A. H.* his executors or ad- pers, &c.
 ministrators, or the books, papers, deeds, wri-
 tings, monies, goods or chattels of any other per-
 son or persons, committed to the custody or care
 of the said *A. H.* or of the said *J. J.* as his clerk.
 And further, that the said *T. J.* his executors or And for
 administrators, shall and will, from time to providing
 time, and at all times hereafter, during the cloaths and
 said term of six years, at his and their own washing.
 proper costs and charges, find and provide for
 the said *J. J.* during the said term, all manner
 of cloaths and apparel, both linen, woollen,
 and otherwise, fit for the use and wear of the
 said *J. J.* as clerk to the said *A. H.* as afore-
 said; and also washing, mending, and repair-
 ing thereof; And the said *J. J.* doth hereby Son agrees
 promise and agree to serve the said *A. H.* during to serve.
 the said term, in manner above specified.
 And further, the said *T. J.* shall and will, Father co-
 within time appointed by Act of Parliament, venants to
 pay to his Majesty's revenue of the stamp pay the
 duties; the tax or duties imposed upon monies duty.
 given with clerks and apprentices, and indem-
 nify and save harmless the said *A. H.* his exe-
 cutors and administrators, of and from the
 same in every respect. In consideration of Master co-
 which true and faithful service, to be per- venants to
 formed and done by the said *J. J.* and of the provide
 performance of the covenants and agreements, board and
 and other the matters and things herein be- lodging.
 fore specified, according to the true intent and
 meaning of these presents, he the said *A. H.*
 for himself, his executors, administrators, and
 assigns, doth covenant, promise, and agree to
 and with the said *T. J.* his executors, admi-
 nistrators, and assigns, by these presents, in

manner and form following, that is to say, that he the said *A. H.* shall and will, during all the aforesaid term of six years, find and provide for the said *J. J.* good, sufficient, and convenient diet and lodging; and also shall and will, by the best means in his power, and according to the best of his skill and knowledge, teach and instruct him the said *J. J.* in the profession, business and practice of an attorney and solicitor, in his Majesty's courts at *Westminster*, or elsewhere, and shall and will, at the expiration of the said term, use his best endeavours (at the request, costs, and charges of the said *J. J.* to cause and procure him to be admitted and sworn an attorney and solicitor of his said Majesty's courts of King's-bench and Exchequer, or such other of his Majesty's courts at *Westminster*, as the said *J. J.* shall think fit to be admitted an attorney or solicitor of.

And further, that the said *A. H.* shall not nor will not within the said time or term of six years assign or turn over the said *J. J.* to any attorney or solicitor, or to any other person or persons whomsoever, without the knowledge, consent, and approbation of the said *T. J.* his executors and administrators, or the direction of his Majesty's courts at *Westminster*, for the remainder or any part of the aforesaid term.

And further, that in case the said *A. H.* shall die before the expiration of the said term of six years, the executors and administrators of him the said *A. H.* shall and will pay, or cause to be paid to the said *J. J.* or to such person or persons as shall, with the consent of all parties, take and accept the said *J. J.* as his or their clerk, for the residue of the said term, such sum and sums of monies, and at such times as are hereinafter mentioned; that is to say, that in case the said *A. H.* shall die before

And to instruct him in his profession.

And procure his admittance.

Also not to assign him over without consent.

And that his executors shall repay part of the premium in case of his death.

the expiration of the first year of the said term, then the executors or administrators of the said *A. H.* shall within one month next thereafter pay or cause to be paid the sum of one hundred and seventy pounds in manner aforesaid; and if before the expiration of the second year, the sum of one hundred and fifty pounds; and if before the expiration of the third year, the sum of one hundred and thirty pounds; and if before the expiration of the fourth year, the sum of one hundred and ten pounds; and if before the expiration of the fifth year, the sum of ninety pounds, according to the true intent and meaning of these presents, any thing herein mentioned to the contrary thereof in any wise notwithstanding.

And for the true performance of all and singular the respective covenants and agreements above mentioned, they the said *T. J.* and *A. H.* do bind themselves and their several heirs, executors, and administrators, each to the other of them in the penal sum of one hundred pounds of good and lawful money of *Great-Britain*, firmly by these presents. In witness, &c.

Penalty for
non observ-
ance of
covenants

*Indentures of Apprenticeship to a Seaman
or Mariner.*

THIS Indenture made &c. between *A. J.* of *Limehouse*, in the county of *Surry*, Tallowchandler, of the first part, *P. J.* son of the said *A.* of the second part, and *C. M.* captain of the ship *Caroline* of the third part, witnesseth, that the said *P. J.* doth with the consent, and by the direction of the said *A. J.* his father, bind himself apprentice unto the said *C. M.* as an apprentice to serve him the

AGREEMENTS.

said C. in the navigation of any ship or
 which the said C. shall order and appoin
 the full space and term of four years
 henceforth fully to be complete and e
 during which said term the said appr
 shall and will faithfully serve the said C
 do and perform all such service and bu
 as well at sea on board any ships or v
 which shall belong or be employed in
 service of the said C. and with and unde
 person and persons as he shall from tim
 time order and appoint or otherwise a
 occasions of the said C. shall require;
 shall and will obey all lawful comman
 his said master, or such other person or
 sons with whom he shall from time to
 order him to serve, and go in any sh
 vessel he shall be by his said master
 mandated to go, and shall diligently and
 fully demean and behave himself toward
 and them in all respects. And that h
 said apprentice shall not do or willingly
 to be done by others any hurt, prejudic
 damage to the goods, merchandizes, or
 affairs of his said master or any other
 whom he shall be appointed to serve as a
 said, but the same to the utmost of his p
 shall hinder, or him or them thereof
 forthwith warn; he shall not absent hi
 from the said service by day or night ur
 fully; but in all things as a good and f
 ful apprentice he shall bear and behave
 self towards his said master, and such p
 and persons with whom he shall be ord
 from time to time to serve as aforesaid d
 the said term; And the said master his sai
 prentice shall and will cause to be taught
 instructed in the art or business of a sail
 far as shall be necessary, as to the voyage

which he shall be employed; and shall and will find and provide unto and for his said apprentice sufficient meat, drink, lodging and cloathing, during all the said term. *In witness, &c.*

An agreement (very special) between co-executors, Two brothers being executors of their father, and one of them being sole executor of their uncle; and they being intituled under both wills to monies upon contingencies, agree by this deed each of them to manage particular parts of the estates, and to account.

THIS Indenture, made, &c. between A. A. of London, merchant, one of the executors of the last will and testament of A. A. late of London, gentleman, deceased, and sole executor of the last will and testament of C. A. late citizen and grocer of London, also deceased, of the one part, and C. A. of London, esquire, the other executor of the last will and testament of the said A. A. deceased, of the other part. *Whereas* the said A. A. deceased, in and by his last will and testament bearing date the ——— day of ——— did (amongst other things therein mentioned) give the sum of 200l. of lawful money of Great Britain unto his sons the said A. A. and C. A. parties hereunto, *In trust* and for the benefit in the first place of his said son C. and his children, and afterwards of others, upon such contingencies, and in such manner, as therein is expressed; and did also thereby give and bequeath all the rest and residue of his personal estate (not therein before given or

The fa-
ther's will
recited.

making
both these
sons exe-
cutors.

Their un-
cle's will
recited,

making
one of them
his execu-
tor.

disposed of) unto his said sons *A. A.* and *In trust* and for the benefit in the first of his said son *A. A.* and his children, and wards of others, upon such contingencies in such manner, as therein is expresse of his said will did make and appoint sons *A.* and *C. A.* executors, as by the will of the said *A. A.* deceased, relation unto being had, will more fully and appear: *And whereas* the said *C. A.* did in and by his last will and testament bearing date — (among other things mentioned) give and bequeath unto his the said *A. A.* party hereunto, the 3000*l.* capital stock, being part of the testator's capital stock in the bank of *A. A.* *In trust* and for the benefit in the first of his nephew the said *C. A.* and his children and afterwards of others, upon such contingencies, and in such manner, as therein expressed: And did thereby also give unto said nephew *A. A.* his heirs, executors and administrators respectively, all the residue of his estate both real and personal payment of his debts and funeral charges the legacies therein before given, and make his said nephew *A. A.* sole executor thereof, as by the said last recited will relation thereunto being had, will more fully appear: *And whereas* 2000*l.* stock in the bank of *England*, part of the personal estate of the said *A. A.* deceased, the — day of — sold by the said *C. A.* parties to these presents, for the 2400*l.* which said sum of 2400*l.* was, by mutual consent of both the said parties to these presents, paid to and received by said *C. A.* party hereunto, in lieu and satisfaction of the aforesaid sum of 2000*l.*

by the like consent and agreement of the said parties to these presents to remain and continue in the hands of the said *C. A.* his executors and administrators, to be from time to time managed, employed and disposed of by him and them, upon the trusts and for the purposes in the said will of the said *A. A.* deceased expressed and declared of and concerning the said sum of 2000*l.* and he the said *C. A.* party thereto, his executors and administrators, to be at all times hereafter chargeable with and accountable for the same accordingly. *And whereas* by the mutual consent of both the said parties to these presents, the residuary part of the personal estate of the said *A. A.* deceased, amounting to the sum or value of 12,000*l.* in monies and securities for monies, (as by account stated under the hands of both the said parties to these presents may appear) hath been paid and delivered to and received by the said *A. A.* party to these presents, and is, by the like consent and agreement of the said parties to these presents, to remain and continue in the hands of the said *A. A.* his executors and administrators, to be from time to time managed, employed and disposed of by him and them, upon the trusts and for the purposes in the said recited will of the said *A. A.* deceased expressed and declared of and concerning the same; and he the said *A. A.* party hereunto, his executors and administrators, to be at all times chargeable with and accountable for such residuary part accordingly: *And whereas* the said *C. A.* deceased was at the time of his death intitled to 3000*l.* capital stock in the bank of *England*, over and besides the afore-said 3000*l.* capital stock in and by his said

to be managed, &c.
upon the trusts, &c.
in the will;
and that the residuum of the father's personal estate to a certain amount is in the hands of the other of them, to be managed upon the trusts in the will.
Recital concerning the value of the uncle's personal estate.

will given and bequeathed to his nephew
 said *A. A.* party hereunto, upon the
 therein mentioned concerning the same
 was also at his death possessed of or intitled
 the farther sum of 3000*l.* or the value
 of, after all his known debts, legacies
 funeral expences paid and discharged
and that he intended it equally between these two nephews though unequally distributed by his will; *whereas* it was the mind and intention
 said *C. A.* deceased, for some time before
 death, that the residuary part of his pe-
 rsonal estate (after his debts, legacies and fu-
 neral expences were paid and discharged) should
 be equally shared in value between his said
 nephews, parties to these presents, not-
 withstanding the unequal distribution there-
 in made by his will in manner as aforesaid
and that the executor of the uncle has paid part to his brother to make the distribution equal, *whereas* the said *A. A.* party hereunto, in
 compliance with the said *C. A.* his late
 said design and intention, and in order
 to make such equality as aforesaid, hath
 paid into the hands of the said *C. A.* the
 sum of 1500*l.* of lawful money of Great
 Britain, the receipt and payment whereof he
 hereby acknowledge, and doth agree to
 and take that sum in full of one moiety
 residuary part of the personal estate of
 the said *C. A.* deceased, which sum of 1500*l.* is,
 by mutual consent and agreement of the
 parties to these presents, to remain and
 continue in the hands of the said *C. A.* his
 executors and administrators, to be from
 time to time managed, employed and disposed
 of by him and them, upon the like trusts and
 like purposes as are in the said recited
 will of the said *C. A.* deceased expressed and
 contained of and concerning the same 3000*l.* in
 the said bank of *England*,
 given and bequeathed unto the said
 party hereunto, on the trusts therei-

AGREEMENTS.

tioned concerning the same; and the said *C. A.* party hereunto, his executors and administrators, to be at all times chargeable with and accountable for the sum of 1500l. accordingly: *Now this indenture witnesseth*, that it is hereby mutually, and reciprocally covenanted and agreed by and between the said parties to these presents in manner following, that is to say, And first, he the said *A. A.* party hereunto, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *C. A.* party hereunto, his executors and administrators, that he the said *A. A.* party hereunto, his executors and administrators, shall and will, from time to time and at all times hereafter, carefully and faithfully manage, employ and dispose of the residuary part of the personal estate of the said *A. A.* deceased, (amounting to the sum or value of 12,000l. aforesaid) upon the trusts and to and for the intents and purposes in the said recited will of the said *A. A.* deceased expressed and declared concerning the same, and also shall and will at all times hereafter stand chargeable with and answerable and accountable for the same accordingly; and for the more effectual and punctual performance of the covenant and agreement herein before contained on the part and behalf of the said *A. A.* party hereunto, he the said *A. A.* party hereunto, doth bind and oblige himself, his heirs, executors and administrators, unto the said *C. A.* party hereunto, his executors and administrators, in the penal sum of 24,000l. firmly by these presents; and the said *C. A.* party hereunto, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and

The
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agree to and with the said *A. A.* party hereunto his executors and administrators, that he the said *C. A.* party hereunto, his executors and administrators, shall and will from time to time and at all times carefully and faithfully manage, employ and dispose of the said several and respective sums of 2400l. and 1500l. to, for and upon the several and respective trusts, intents and purposes herein after mentioned and expressed, of and concerning the same respectively, (that is to say) the said sum of 2400l. upon the trusts, and for the intents and purposes in the said recited will of the said *A. A.* deceased, expressed and declared of and concerning the said sum of 2000l. thereby given to the said *A. A.* and *C. A.* parties to these presents, in trust as aforesaid; and the said sum of 1500l. upon the like trusts and for the like purposes as are in the said recited will of the said *C. A.* deceased mentioned and declared of and concerning the said 3000l. capital stock in the bank of *England*, thereby given and bequeathed unto the said *A. A.* party hereto in trust as aforesaid; and shall and will also at all times hereafter stand chargeable with and answerable and accountable for the said several sums of 2400l. and 1500l. accordingly; and for the more effectual and punctual performance of the covenant and agreement, herein before contained on the part and behalf of the said *C. A.* party hereunto, he the said *C. A.* party hereunto doth bind and oblige himself, his heirs, executors and administrators unto the said *A. A.* party hereunto, his executors and administrators, in the penal sum of 8000l. firmly by these presents. *Provided always*, and it is hereby declared and agreed, by and between the said parties to these presents, and it is the true intent and

meaning of them and of these presents, that If other debts of the deceased father appear, they are to be paid out of the residuum.

in case at any time or times hereafter, any other or further debt or debts of the said *A. A.* deceased shall arise or appear, besides what is or are now known to the said *A. A.* party hereunto, then and in such case it shall and may be lawful to and for the said *A. A.* party hereunto, his executors or administrators, to pay and satisfy the same by and out of the said residuary part of his said late father's personal estate; any thing herein contained to the contrary thereof in anywise notwithstanding.

Provided also, and it is hereby further declared and agreed by and between the said parties to these presents, and it is the true intent and meaning of them and of these presents, that If other debts of the deceased uncle appear,

in case at any time or times hereafter any other or further debt or debts of the said *C. A.* deceased shall arise or appear, besides what is or are now known to the said *A. A.* party hereunto, then and in such case one moiety of such further or other debt or debts shall be paid and satisfied by and out of the said sum of 1500*l.* so paid to the said *C. A.* party hereunto, as aforesaid; and the other moiety thereof shall be paid and satisfied by the said *A. A.* party hereunto, his executors or administrators, by and out of his or their own proper monies and estate; any thing herein contained to the contrary thereof in anywise notwithstanding. *In witness, &c.*

the parties are to pay each a moiety.

*An agreement between two tradesmen.
One leaving off trade agrees to assign
the lease of his house, &c. to the other,
together with the stock, &c. &c. with
other special matters.*

Articles of agreement indented, &c. be-
tween G. H. of, &c. of the one part,
and C. D. of, &c. of the other part.

THE said G. H. doth hereby covenant,
promise and agree to and with the said
C. D. that he the said G. H. shall and will on
or before — make and execute an assign-
ment of a lease free from all incumbrances,
with the usual covenants, unto the said C. D.
of a certain messuage or tenement with all and
singular the appurtenances thereto, situate in
— now in the occupation of him the said
G. H. called or known by the name or sign
of — for and during all the rest and residue
of a term of — years in the said lease men-
tioned yet to come and unexpired, at and
under the yearly rent of — *per annum*, pay-
able on the four most usual feasts or days of
payment in the year, the first payment to
commence on — next —.

And the said C. D. doth hereby covenant,
promise and agree to accept of the said assign-
ment on the terms aforesaid, and that he will
duly seal and execute a counterpart thereof,
and pay the said yearly rent or sum of —
at the times and in manner before mentioned.
And also, that as soon as he the said G. H. shall
execute a legal assignment of the said premises,
he the said C. D. will pay or cause to be paid

unto the said *G. H.* the sum of — for good-will of the said premises. *And further*, that he the said *C. D.* shall and will purchase and take of the said *G. H.* all his stock in trade in and upon the said premises, together with all the fixtures, coppers and utensils thereto belonging, at a fair appraisement to be made by two regular appraisers, one of whom for appraising the stock in trade to be chosen by the said *G. H.* and the other by the said *C. D.* and by two other regular appraisers for the valuation of the said fixtures, coppers and utensils, one of whom to be also named by the said *G. H.* and the other by the said *C. D.*

Provided always, and the intent of these presents and the parties hereto is, that the said *G. H.* shall have the use of one lodging room in the said messuage or tenement up two pair of stairs backwards, for and during the space of three months to be computed from — .

And the said *G. H.* in consideration of the said sum of — good-will, doth hereby covenant and agree with the said *C. D.* that he the said *G. H.* shall not nor will exercise the trade of a — which he now useth, during the residue of the said term of — years within the said parish of — .

And for the true performance of this agreement, each party bindeth himself unto the other in the penal sum of — of lawful money of *Great Britain*, to be recovered by virtue of these presents. *In witness, &c.*

*An agreement between a country trader
and a London factor.*

Articles, &c. indented, &c. between
G. H. of, &c. and C. D. of, &c. of
the other part.

WHEREAS the said G. H. hath contracted and agreed with the said C. D. to employ him as a factor in *London*, for him the said G. H. for the vending, selling and uttering of all such wares and merchandizes, as he the said G. H. shall consign and send unto the said C. D. in his own dwelling-house in ——— for and during the term of ——— years to commence from the day of the date of these presents: *Whereupon* they the said G. H. and C. D. for themselves their executors and administrators, do covenant and grant to and with each other reciprocally, and each of their executors and administrators in manner following; first of all, that he the said C. D. shall and will accept and take into his trust, charge and custody, all such wares and merchandizes as he the said G. H. shall send and consign to him the said C. D. and also shall do his best endeavour to vend and sell the same for the best profit and advantage of the said G. H. for and during the said term of ——— years to commence from the day of the date of these presents as aforesaid; also that he the said C. D. shall keep or cause to be kept just and true books of account in writing of all such wares and merchandizes, as the said G. H. shall from time to time during the said term consign unto the said C. D. and shall come into his charge and

AGREEMENTS.

custody, that is to say, to whom and at what price and when they shall be sold by the said C. D. and shall also make true payment and delivery unto the said G. H. his executors, administrators or assigns, of all such monies, specialities, and other things as shall come to the hands of and be received by the said C. D. for the said wares and merchandizes during the term aforesaid, together with all such wares and merchandizes as shall remain unsold in the custody of the said C. D. at the expiration of the said term: *Also* that he the said C. D. shall be true and faithful unto the said G. H. in the vending of all wares and merchandizes of the said G. H. during the said term, and not defraud the said G. H. in the premises; but shall endeavour to vend the said goods and merchandizes for the best prices and soonest day or time of payment he can: *Also* that he the said C. D. shall not during the said ——— years deal or trade as a factor for any other person or persons, for the buying or selling of any wares or merchandizes whatsoever, besides the said G. H. as aforesaid: *Also* the said G. H. for and in consideration of the said factorship, doth covenant and agree for himself, his executors and administrators, to pay unto the said C. D. his executors or administrators the sum of ——— yearly and every year during the said term. *In witness, &c.*

Minutes of agreement on a sale of Wheat.

MEMORANDUM, It is agreed by and between A. B. of, &c. and C. D. of &c. that he the said C. D. in consideration

AGREEMENTS.

of three hundred quarters of wheat sold to him this day by the said *A. B.* and by him agreed to be delivered to the said *C. D.* free of all charges and expences whatsoever, on or before, *&c.* next, shall or will pay or cause to be paid to the said *A. B.* or his assigns, within three months after such delivery, the sum of, *&c.* and the said *A. B.* in consideration of the agreement aforesaid of the said *C. D.* doth promise and agree, on or before, *&c.* aforesaid, at his own proper expence to send in and deliver to the said *C. D.* or his assigns, the said three hundred quarters of wheat so sold to him as aforesaid: and that he the said *A. B.* shall and will warrant the same to be good, clean and mercantile grain. *In witness whereof*, the parties abovenamed have hereunto set their hands, and seals interchangeably the — day of —.

Minutes of agreement between a house-keeper and his lodger.

MEMORANDUM, It is agreed by and between *A. B.* of, *&c.* and *C. D.* of, *&c.* as follows, (*viz.*) The said *A. B.* in consideration of the rent herein after mentioned, and agreed to be paid to him, hath letter to the said *C. D.* one room up two pair of stairs forwards, part of the now dwelling-house of the said *A. B.* situate, *&c.* together with the furniture at present standing therein, that is to say, one looking glass, *&c.* To hold to the said *C. D.* for the term of one whole year, to commence from, *&c.* at the yearly rent of, *&c.* to be paid quarterly, to wit, at *&c.* and the said *C. D.* in consideration thereof agrees to pay the aforesaid yearly rent of, *&c.*

at the times above limited for payment thereof; and at the end of the term aforesaid, or in case of any default in payment, shall and will, at the request of the said *C. D.* or his assigns, immediately yield and deliver up to him or them the peaceable and quiet possession of the said room, together with the whole furniture he from the first entrance thereon found and possessed, in good and sufficient plight and condition, reasonable wear and tear only excepted. In witness, &c.

Memorandum of an agreement for letting a first and second floor, garret, and kitchen, unfurnished.

MEMORANDUM, That it is hereby declared and agreed by and between *J. F.* of *Devonshire-street, Queen-square*, in the County of *Middlesex*, engraver, and *C. D.* of the *Inner Temple*, gent. in manner following; that is to say, That the said *J. F.* hath agreed to let, and hereby doth let, and the said *C. D.* hath agreed to take, and hereby doth take all that the first and second floor, front garret, and front kitchen, with the conveniences and appurtenances thereto belonging, of the house now in the occupation of the said *J. F.* situated No. 20, in *Devonshire-street* aforesaid, together also with two cellars adjoining to each other under the pavement of the said street, and to the said house belonging, to hold the same with their appurtenances, and the sole and uninterrupted use and occupation thereof unto the said *C. D.* his executors, administrators and assigns, for the term of twelve calendar months, to commence from the twenty-fifth day of March now next ensuing,

AGREEMENTS.

at the net yearly rent of thirty-six pounds for the year, payable quarterly on the twenty-fourth day of July, the twenty-ninth day of September, the twenty-fifth day of December, and the twenty-fifth day of March thence next ensuing; and the said *J. F.* doth agree to paint the second floor of the said demised premises, and have the same fit for occupation by the said twenty-fifth day of March next, or as soon thereafter as may be, and the said *C. D.* doth engage to make punctual payment of the rent hereby reserved, in the manner aforesaid, and to quit and leave the said hereby demised premises at the expiration of the said term of twelve months (notice to quit being given the said *C. D.* at least three calendar months previously thereto) in as good state and condition as reasonable use and wear thereof will permit. As witness our hands this second day of March, one thousand seven hundred and ninety-three.

Memorandum of agreement for letting a first floor and garret, furnished, for half a year certain, and from quarter to quarter, as long as the parties shall agree.

MEMORANDUM made this second day of June, 1795, between *A. P.* of *Essex* and *C. D.* of *Essex* as follows: the said *A. P.* doth let unto the said *C. D.* an entire first floor completely furnished, as the same now is, (which furniture is particularly mentioned in a schedule hereunder written), being part of the house which he the said *A. P.* now lives in, situate and being in *King-street, Bloomsbury*; to have and to hold the said premises for

AGREEMENTS.

45

and during the term of half a year, to commence from Midsummer-day next ensuing, at and after the rent of fifty pounds per annum, of lawful money of *Great Britain*, payable quarterly, by even and equal portions, the first quarterly payment thereof to be made on Michaelmas-day next ensuing the date hereof. *And it is further agreed* by and between the parties hereto, that the said *C. D.* after the expiration of the said term of half a year, may hold and enjoy the said premises hereby let unto him, from quarter to quarter, so long as both parties shall agree, at the same rent as aforesaid. *And it is also further agreed* between the parties, that when the said *C. D.* shall quit the said premises hereby demised to him, he shall and will leave the furniture and other things mentioned and set forth in a schedule, or inventory thereof hereunder written, in as good state and condition as the same now are, reasonable and proper use thereof only excepted. As witness, &c.

An Inventory to which the above Agreement refers.

In the front room, one pair of stairs.
 8 Mahogany chairs with hair bottoms
 1 Mahogany dining table
 1 Pembroke table
 2 Fire-screens
 3 Festoon cotton window curtains
 A wilton carpet, 3 yards by 2½

In the back room, ditto.
 A four-post bedstead and bed, cotton furniture, white counterpane, 2 blankets,
 2 pair sheets and mattrass, (*and so on as the case may be.*)

Witness,
W. S.

A. P.
C. D.

An agreement for a lease of a piece of ground and orchard, for the term of five years.

MEMORANDUM made this tenth day of December, in the year of our Lord one thousand seven hundred and ninety-five, between *J. S.* of *Ealing*, in the county of *Surry*, gent. and *W. F.* of the same place, gent. as follows: that is to say, The said *J. S.* in consideration of the rent and agreements hereinafter mentioned, doth agree to demise and let, by a good and sufficient lease in the law thereof, unto the said *W. F.* on or before the — day of — now next, *all* that field, piece, or parcel of meadow ground, containing by estimation six acres, more or less situate at *Ealing* aforesaid, now in the occupation of the said *W. F.* as tenant at will thereof, adjoining to a house and grounds now or late of *P. M.* esq. and also all that orchard adjoining to the aforesaid field, containing by estimation two acres, more or less late in the occupation of *H. N.* gardener together with all ways, paths, passages waters, water-courses, easements, privileges and appurtenances whatsoever, to the same belonging or appertaining, or therewith held, used, occupied, possessed, or enjoyed, reputed, taken or known as part, parcel, or member thereof, or of any part thereof, *to hold* the same for the term of five years from Lady-day last past, at and under the yearly rent of twenty pounds payable quarterly; the first payment thereof to be made at Midsummer now next ensuing the date thereof; and by the said lease full and free liberty shall be granted unto the said *W. F.* to lop and plash the trees and hedges on the said demised pre-

mises, at seasonable and convenient times, and also liberty to erect upon the same any shed or sheds, or other convenient buildings during the said term, he the said *W. F.* from time to time scouring and cleansing the ditches, and repairing and making good the fences, hedges, and gates, upon and belonging to the said premises, And the said *W. F.* doth agree to take the aforefaid premises for the said term, and at the said rent, payable in manner aforefaid, and to execute a counterpart of the lease to be thereof granted. In witness, &c.

An agreement between a landlord and tenant for building a new house in the room of an old one to be pulled down,—the present lease to be surrendered, and a fresh one granted for the remainder of the subsisting term.

AR TICLES of agreement entered into this fourteenth day of February, in the year of our Lord one thousand seven hundred and ninety-five, between *R. K.* and *J. K.* of *Cecil-street*, in the *Strand*, esquires, (executors and trustees named in the last will and testament of *R. C.* late of the same place, esquire, deceased, for and on the behalf of *R. C.* an infant), of the one part, and *E. M.* of *Sloane-street*, in the county of *Middlesex*, widow, of the other part. *Whereas* the said *E. M.* is tenant for the remainder of an unexpired term of thirty one years, commencing on the twenty-fifth day of December, which was in the year one thousand seven hundred and eighty-one, of a certain messuage, or public house, known by the name of the *Goose and*

Gridiron, in *Harpur-street*, in the said co of *Middlesex*, (part of the estates of the infant), at the net yearly rent of twenty pounds, late in the occupation of *T. L.* under-tenant of the said *E. M.* at the yearly rent of forty pounds. *And where* said messuage has lately been irreparably damaged by accidental fire, and the said *R. K.* and *J. K.* being advised that it is needful and proper under the circumstances of case, that the same should be rebuilt for the *E. M.* on the terms and conditions herein mentioned, have agreed to rebuild the same accordingly. Now *witness* these presents it is hereby agreed by and between the said *R. K.* and *J. K.* on the part of the said infant as aforesaid, and the said *E. M.* that the said *R. K.* and *J. K.* or the survivor of them, his heirs, executors, or administrators, shall and will, on or before the twenty-fifth day of December now next ensuing, or as soon thereafter as may be, erect and finish, or cause to be erected and finished, a good and substantial private brick dwelling house, on the site, and in the room of the said house so damaged by fire as aforesaid, with all necessary appurtenances thereto, agreeable to a plan and elevation thereof accompanying these presents, marked with the letter *A.* signed by the parties hereto, (the said house to be erected, to be finished as to the structure, conveniences, ornaments, and decorations thereof, according to the directions of *P. N.* of *Sloane-street* aforesaid, on the part of her executors, administrators, or assigns *P. N.* of *Castle-street*, *Holborn*, on the part of the said *R. K.* and *J. K.*), and also shall and will, when the said house with the appurtenances shall be so erected and finished,

nsuing, at and under the yearly rent of
ounds for every one hundred pounds
shall be necessarily and reasonably ex-
l by the said *R. K.* and *J. K.* or the
or of them, his heirs, executors, or ad-
rators, in erecting and finishing the
fit for the reception and habitation of
d *E. M.* or her assigns, and which rent
e clear of all manner of taxes and as-
nts whatever, land-tax only excepted :
ount of such expenditure to be ascer-
and settled by the said *P. N.* on the part
said *R. K.* and *J. K.* and the said *H. H.*
part of the said *E. M.* or such other
s being builders or surveyors, as the said
and *J. K.* on the one part, and *E. M.*
other, shall severally appoint ; and in
difference between the said builders or
ors, then by one other person or umpire,
by them appointed, the determination
er case to be made by the said appointees,
pire, within fourteen days after refer-
o them made, the said rent to be paid

AGREEMENTS.

and them granted thereof, and to surrender and give up her said now subsisting lease, and all her estate and interest therein. And it is further agreed between the said parties, that the said *E. M.* shall be discharged from the payment of rent reserved on her said now subsisting lease, from Michaelmas last until the said twenty-fifth day of December next, or such other time thereafter as the said house so to be erected, shall, with the appurtenances, be in a tenantable condition, and fit for habitation; and in the said lease so to be granted of the said new erected house and premises, there shall be contained an allowance of land-tax in favour of the said *E. M.* and all such other covenants, clauses, provisoes, and agreements (such only excepted as may tend to vary the terms of this agreement,) as are inserted in the now subsisting lease of the said *E. M.* In witness, &c.

A short agreement for tenant to surrender public house to his landlord within a given time, (the said house being at present in mortgage.)

MEMORANDUM of an agreement made the eleventh day of December one thousand seven hundred and ninety-five between *T. V.* now or late of the *Lion and Dog* public house, in *Curry-street*, near *Lincoln's Inn* London, and *E. M.* of *Sloane-street*, *Chelsea*, in the county of *Middlesex*, widow, as follows:—The said *T. V.* doth hereby covenant and agree to assign and surrender, or procure to be assigned or surrendered unto the said *E. M.* on or before the twentieth day of January, next coming, the messuage or tenements, an

public house, called the *Lion and Dog*, now or lately tenanted by him in *Carey-street* aforesaid, with the appurtenances (freed and discharged of and from all mortgages and other incumbrances), and all his term, estate, and interest herein. *And* the said *E. M.* doth hereby agree to accept the same (all rent and arrears of rent being paid up to Christmas next), and to discharge the said *T. V.* from his covenant to repair the said house and premises. As witness our hands the day and year above written.

An agreement by indorsement for continuing the term of an expiring lease.

MEMORANDUM of agreement made this twenty-fourth day of *Sc.* between the within named *J. F.* of the one part, and the within named *P. T.* of the other part, *Witnesseth*, that in consideration of the rent *Parties.* hereby reserved, and of the covenants, conditions, and agreements herein contained on the part of the said *P. T.* his executors, administrators, and assigns, to be paid and performed, the said *J. F.* doth demise and lease unto the said *P. T.* his executors, administrators, and assigns, *all* that piece or parcel of ground with the messuage or tenement thereon erected, and all and singular other the premises comprised in the within written lease, and thereby demised, *to have and to hold* the said piece or parcel of ground and messuage, *Habendum:* or tenement, and all and singular other the premises hereby and by the within written lease demised and leased, or mentioned so to be, unto the said *P. T.* his executors, administrators, and assigns, from the twenty-fourth day

of *June*, which will be in the year of our lor one thousand seven hundred and ninety-five and when the said within written lease will expire, for and during, and unto the full end and term of four years thence next ensuing subject to and under the like rent as in the within written lease is reserved, and payable in like manner as therein is mentioned, and subject also to the like power of re-entry as well on the non-payment of rent, as on the happening of any other of the incidents mentioned in the proviso for re-entry within written. And it is hereby declared and agreed to and between the parties to these presents, that they and their respective executors, administrators, and assigns, shall and will, during the continuance of the additional term of four years hereby granted, stand and be bound by such, and the like covenants, provisos, and agreements as they, their respective executors, administrators, and assigns, are now bound by the within written lease, in respect of the said premises thereby and hereby granted, it being the intent and meaning of the parties hereto, that this indorsed lease, and the additional term hereby granted, shall be upon such and the like footing as the lease within written, and that all the covenants, conditions, and agreements contained in the within written lease be equally available, and have the like force and effect to all intents and purposes, as if the same and every thing in the said lease contained were again repeated and inserted in these presents. *In witness, &c.*

Articles of agreement before marriage.

Articles of agreement tripartite indented, had, made, concluded and fully agreed upon the — day of — between *L. M.* of, *Esq.* of the first part, *E. D.* of, *Esq.* daughter of, *Esq.* of the second part, and *C. D.* of, *Esq.* and *E. F.* of, *Esq.* of the third part, as follows:

WHEREAS the said *E. D.* is seised to her and her heirs in fee simple of and in certain lands, messuages or tenements, with the appurtenances situate, lying and being, *Esq.* And whereas a marriage is shortly intended to be had and solemnized between the said *L. M.* and *E. D.* with whom the said *L. M.* is to have and receive two thousand pounds in money, over and besides the lands and premises above mentioned, as and for her marriage-portion; it is therefore covenanted and agreed by and between the said parties to these presents in manner and form following, (that is to say)

First, The said *L. M.* for himself, his heirs, executors and administrators, doth covenant and agree to and with the said *C. D.* and *E. F.* their heirs and assigns, that they the said *L. M.* and *E. D.* his intended wife, in case the said intended marriage shall take effect, by fine and other good and sufficient conveyances in the law shall settle and assure all the lands, messuages or tenements, with the appurtenances whereof she the said *E. D.* is seised as aforesaid, to the use and behoof of the said *L. M.* and his assigns, during the term of his natural life; and from and after the determination of that estate, then to the use and

Of APPOINTMENTS.

AN *Appointment* is a peculiar species of deed adapted to the purpose of carrying into execution those particular modifications of uses which are denominated *Powers*; it is not therefore an original but a dependent and relative instrument arising out of, and controuled by, the pre-existing instrument upon which it is founded. Hence the appointee is considered as taking not so much under the appointment itself, as under the instrument giving the power of such appointment, only that reference is had to the nature of *both* instruments in construing the validity and effect of the appointment. Thus if the power be executed by an ambulatory or revocable instrument, as a *Will*, the interest of the appointee will also be ambulatory and revocable till the death of the testator, but if it be made by an instrument in itself complete and irrevocable, such also will be the interest of the appointee. Hence it will appear, that no limitation in an appointment will be valid, unless it would have been so if it had been made by the conveyance creating the power; for the appointment being considered as part of the original deed of settlement, the uses must be

such as would have been good had they been there limited. See 2 *Term. Rep.* 241 & 251.

So also cannot this species of appointment be made immediately to the *use* of the appointee, because as the appointment would in that case carry the use to him, and the statute the possession, both would become vested in him in such a manner as that they could not be afterwards removed by any subsequent declaration in the appointment, (a use not being limitable on an use). It must therefore be made upon *trust* to such purposes as the appointee shall direct.

This sort of instrument is likewise applicable, (under the sanction of our Courts of Equity) to the further purpose of designating the separate property of a feme covert, who being disabled at common law from making a will or other regular conveyance, but being in the consideration of Equity, justly entitled to the disposal of her separate property, those Courts have considered every species of instrument made for that purpose, as taking effect by way of appointment.

And it makes no difference, though her property be vested in trustees, for her appointment will still be valid; (unless indeed the trustees are by the power expressly directed to join) for where any thing is settled to the

separate use of a wife, she is considered *pro tante*, as feme sole. It is, however, the better way to procure the trustees to join, if it can be done, that the transaction may be viewed in the more favourable light by the Court, should its validity ever come in question. See 1 *Vex.* 517. 2 *ib.* 666.

In framing a deed of appointment, it does not seem in general to be necessary to recite or refer to the deed creating the power, as such reference will be *implied in law*, so as to give effect to the instrument, as see 6 *Co.* 17. *Cro. Eliz.* 877. *Cro. Jac.* 31. 4 *Brow. Par. Ca.* 523. But it must particularize the *estate* upon which it is to operate, or at least refer to it in such terms as are sufficient to include it. See 1 *Atk.* 441, 559, 659.

And, strictly, it is necessary that every circumstance prescribed in the deed creating the power should be particularly attended to in the form of executing it, the owner of the estate having a right to annex any conditions, however arbitrary, that he pleases, 1 *Co.* 144. *Hob.* 312. Courts of Equity will, however, in some cases give relief, where there appears to be circumstances sufficient to authorize its interference, as in cases of fraud, accident, &c. See 3 *Chan. Ca.* 55. 1 *Eq. Ca. Abr.* 296. 2 *Vex.* 642. 2 *Peer Wms.* 623. *Stra.* 604.

And it is to be observed, that a power of appointment is also held to include a power of revoking or varying such appointment when made, (so that such power be reserved in the execution of the power), though no such authority be reserved in the original deed creating the power. *Cowp.* 651.

See more of this abstruse branch of learning, 1 *Wood. Conv.* 465, & 498. n. (a) and *Paw. on Powers passim.*

** Exercise of a joint power of appointment by a man and his wife.*

THIS Indenture made, &c. between J. T. of, &c. and S. his wife, of the one part, and J. N. of, &c. of the other part. *Whereas* by indenture bearing date, &c. and made or expressed to be made between the said J. T. and S. his wife, of the one part, and J. P. of, &c. of the other part, and by virtue of a fine with proclamations duly acknowledged and levied by the said J. T. and S. his wife, to the said J. P. and his heirs in or as of ——— in the ——— year of the reign of his present Majesty King Geo. 3. pursuant to a covenant for that purpose in the said indenture contained, all and singular the messuages, lands, tenements, hereditaments and premises hereinafter particularly mentioned and described, and expressed and intended to be hereby grant-

Recital of the deed and fine creating the power.

Appoint-
ment.

ed, limited, directed and appointed, wer
mited and assured, *To the use and behoof* of
person and persons, for such estate and est
interest and interests, and to and for such e
intents and purposes, and under and su
to such powers, provisoes, conditions
agreements, and with such remainders
and charged and chargeable in such ma
as they the said *J. T.* and *S.* his wife, du
their joint lives should, by any deed or d
instrument or instruments in writing, e
with or without power of revocation t
executed by them in the presence of, an
tested by two or more credible witne
grant, limit, direct or appoint the same, o
part or parts thereof, with divers remain
over, as in and by the said indenture
chirograph of the said fine, relation t
thereunto respectively had, may fully ar
large appear. *Now this indenture witnesseth*,
for divers other good causes and consi
tions, them the said *J. T.* and *S.* his
thereunto especially moving, they the
J. T. and *S.* his wife, in pursuance and e
cise of the power and authority to then
served and given in and by the said in
recited indenture, and by virtue thereof,
of all and every other power and powers
thority and authorities, to them or eithe
them belonging or appertaining, or then
either of them in anywise enabling in
behalf *have*, and each of them *both* gra
limited, directed and appointed, by this
sent deed or instrument in writing, under
their hands and seals, executed in the pres
of the two credible persons whose names
or are intended to be hereupon indorse
witnesses hereto, and attesting the execu
thereof as aforesaid, *do* jointly, and each

them the said *J. T.* and *S.* his wife, *doth* grant, limit, direct and appoint, to the use of the said *J. N.* his heirs and assigns for ever, in trust nevertheless for the said *J. T.* his heirs and assigns, all, &c. and the reversion, &c. and all the estate, &c. *And* they the said *J. T.* and *S.* his wife, do also hereby limit, direct and appoint, that the said in part recited indenture, and the fine levied in pursuance thereof as far as the same regard or relate to the said messuage or tenements, lands, hereditaments and premises hereby granted, limited, directed and appointed, or expressed or intended so to be as aforesaid, or any of them, shall be and enure, and that the same hereditaments and premises and every of them, and every part and parcel thereof shall be and remain, and shall be held and enjoyed, and that the conuzee in the said fine named, and his heirs, and all and every person and persons, who is or are seized of the said messuages or tenements, lands, hereditaments and premises, with the appurtenants, his or their heirs shall stand and be seized thereof, and of every part and parcel thereof, *to the use and behoof* of the said *J. N.* his heirs and assigns, *in trust* nevertheless for the only benefit and advantage of the said *J. T.* his heirs and assigns for ever. *In witness, &c.*

In trust for purchaser in order to bar dower.

The uses of fine declared.

In trust as aforesaid.

* *Appointment in fee, and grant and release thereupon.*

THIS Indenture made, &c. between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other. *Whereas* by indentures of lease and release, bearing date respectively,

Recital of the deeds

creating
the power
of appoint-
ment.

&c. the release being tripartite, and made or mentioned to be made between the said *A. B.* of the first part, *C. B.* of, &c. of the second part, and *R. S.* of, &c. of the third part, by virtue of a common recovery suffered as of Easter term then next ensuing, *all* those three undivided fourth parts herein after mentioned to be hereby granted, released, directed, limitted and appointed, to and to the use of the said *C. D.* and his heirs, for an absolute estate of inheritance of and in the manor, messuages, lands and hereditaments hereinafter particularly mentioned and described, stand limited, settled and assured to such use or uses as he the said *A. B.* shall at any time or times hereafter, by any deed or deeds, instrument or instruments in writing under his hand and seal, to be executed and attested in the presence of two or more credible witnesses, or by his last will and testament in writing, duly executed and attested in the presence of three or more credible witnesses direct, appoint and declare, on and concerning the same, with divers remainders over. *And whereas* the said *C. D.* hath contracted and agreed with the said *A. B.* for the absolute purchase of the inheritance in fee simple of the said three undivided fourth parts of the said manor and premises at or for the price or sum of £——. *Now this indenture witnesseth*, that for and in consideration of the said sum of £—— of lawful money of Great Britain, by the said *C. D.* to the said *A. B.* in hand, at or before the sealing and delivery of these presents, well and truly paid, the receipt, &c. he the said *A. B.* in pursuance and in exercise of the power and authority enabling him in such manner as in the said indenture of release

Considera-
tion.

mentioned, and by virtue of all other powers and authorities to him the said *A. B.* appertaining, *hath* appointed, directed, and declared, *Appoint-* and by this present deed or writing, under *ment.* the hand and seal of him the said *A. B.* and attested by the two credible persons whose names are intended to be hereupon indorsed, as witnesses to these presents, he the said *A. B.* *doth* direct, appoint and declare, that the said three undivided fourth parts herein after mentioned to be hereby granted and released of the manor, messuages, lands, tenements and hereditaments, herein after particularly mentioned and described, shall be and remain, and that the said common recovery so suffered by the said *A. B.* of the same three fourth parts, shall be and enure, and that the recoverer in the same recovery named, and his heirs, shall stand seised of the said three fourth parts of the same manor and premises, *to the* To the use *only use and behoof* of the said *C. D.* his of appointee *heirs and assigns for ever, and to and for no* in fee. *other use, intent, or purpose whatsoever,* *And this indenture further witnesseth,* that for the *Further* better assuring the said three undivided fourth *considera-* parts herein after mentioned to be released of *tion.* the said manor and premises, and for the *con-* siderations aforesaid, *he* the said *A. B.* *both* Grant and *granted, bargained, sold, aliened, released,* *releafe.* *and confirmed, and by these presents doth* grant, bargain sell, alien, release and confirm unto the said *C. D.* (in his actual possession and seisin already being, &c.) and to his heirs and assigns, *all* those his three undivided *Parcels.* fourth parts, the whole into four equal parts to be divided of and in, &c. and the reversion and reversions, remainder and remainders, rents, duties, suits and services thereof, and of every part and parcel thereof respec-

tively, and all and every the yearly and other rent and rents reserved, due and payable upon any demise, lease or grant, demises, leases or grants of the said premises mentioned to be hereby released or any part or parcel thereof. And all the estate, right, title, interest, use, trust, property, claim or demand whatsoever, either at law or in equity or otherwise howsoever, of him the said *A. B.* of, into or out of the same, or of, into or out of every or any part or parcel thereof, with the appurtenances; and all deeds, evidences, escripts, counterparts of leases, charters, and muniments whatsoever, touching or in any wise concerning the three fourth parts of the said lordship and manor, and other the messuages, lands, tenements, hereditaments, and premises before mentioned, or any part or parcel of them, or either of them separately and alone, now in the custody, power or possession of him the said *A. B.* and which he came by without suit at law or in equity, and true copies of all and every such other deed writings and evidences whatsoever, which concern the said three fourth parts of the said lordship and manor, and other the said messuages, lands, tenements, hereditaments and premises herein before mentioned, or any either of them, or any part or parcel of the any or either of them jointly with any other manors, lands or hereditaments, all and every such copies to be had, made, taken or writt at the sole and only expence, cost and charge of him the said *C. D.* his heirs and assigns

To hold. *to have and to hold*, all and singular the said three undivided fourth parts mentioned to be hereby granted and released of and in the said manor and lordship, messuages, lands, tenements, hereditaments, and all and singular

other the premises, and every part and parcel thereof with their and every of their rights, members and appurtenances unto the said C. D. his heirs and assigns for ever, *to and for the only proper use and behoof* of him the said C. D. his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. And the said A. B. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree to and with the said C. D. his heirs and assigns by these presents, in the manner following, that is to say, that for and notwithstanding any act, matter or thing whatsoever, had, made, committed, done or suffered by him the said A. B. or any of his ancestors, he the said A. B. now at the time of the sealing and execution of these presents is and stands lawfully and rightfully seized of or well and sufficiently intitled to all and singular the said three undivided fourth parts mentioned to be hereby granted and released of and in the said manor and lordship, messuages, lands, tenements, hereditaments, and other the premises, and every part and parcel thereof, with the appurtenances, of or for a good, sure, perfect, lawful and absolute estate of inheritance in fee simple, without any manner of condition, contingent, proviso, power of limitation of new or other use or uses, or other restraint, matter or thing whatsoever, to alter, charge, change, defeat, determine and make void the same. And also that for or notwithstanding any such act, matter or thing as aforesaid, he the said A. B. now at the time of the sealing and execution of these presents, hath in himself good right, full power, and lawful and absolute authority to grant, bargain, sell, release and assure the said three

To the use of releasee in fee.

Usual covenant.

viz. that A. B. is seized in fee.

Hath power to convey.

undivided fourth parts mentioned to be hereby granted and released of and in the said manor and lordship, messuages, lands, tenements, hereditaments, and all and singular other the premises, and every part and parcel thereof, with their and every of their appurtenances unto and to the use of the said *C. D.* his heirs and assigns for ever, according to the true intent and meaning of these presents.

That purchaser shall quietly enjoy.

And further, that it shall and may be lawful to and for the said *C. D.* his heirs and assigns, from time to time at all times from the — day of ——— last past before the date hereof, and thenceforth for ever hereafter, peaceably and quietly to have, hold, use, occupy, and enjoy the said three undivided fourth parts mentioned to be hereby granted and released of and in the said manor and lordship, messuages, lands, tenements, hereditaments, and all and singular other the premises, and every part and parcel thereof, with their appurtenances, and to receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their own sole and only proper use and benefit, without the lawful let, suit, hinderance, interruption or denial whatsoever, of him the said *A. B.* or his heirs, or any other person or persons whatsoever, lawfully claiming, or who shall or may hereafter claim any estate, right, title, trusts or interest of, in or to the same, or any part or parcel thereof, by, from or under him, them, or any of his ancestors; and that free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged, or otherwise well and sufficiently saved harmless and kept indemnified by the said *A. B.* his heirs, executors, and administrators of, from and against all and all manner of former and

Free from incumbrances.

other gifts, grants, bargains, sales, mortgages, jointures, dowers, uses, intails, rents, arrears of rent, statutes, recognizances, judgments, tiles, charges and incumbrances whatsoever, had, made, done, committed or suffered by him the said *A. B.* or any of his ancestors, or by, through or with his, their or any of their act, means, procurement, consent or privity, (*Save and except, &c. here insert leases and incumbrances, if any*). And moreover, that he the said *A. B.* and his heirs, and all and every other person and persons whomsoever, having or lawfully claiming, or which shall or may at any time or times hereafter have or lawfully claim any estate, right, title, trust or interest at law or in equity, of, into, or out of the said three undivided fourth parts mentioned to be hereby granted and released of and in the said manor and lordship, and messuages, lands, tenements, hereditaments, and all and singular other the premises, and every part and parcel thereof, with their and every of their appurtenances by, from, or under, or in trust for him or any of his ancestors, (*other than and except the several lessees claiming only in respect of their and every and each of their respective leases, &c. as the case requires*) shall and will from time to time, and at all times hereafter, within the space of ten years next ensuing the date hereof, at and upon the reasonable request, and at the proper cost and charges in the law of the said *C. D.* his heirs and assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed all and every such further and other reasonable act and acts, thing and things, conveyances and assurances in the law what-

For further assurance.

soever, for the further, better and more perfect conveying, assuring and sure making of a and singular the parts or shares mentioned to be hereby granted and released of the said lordship and manor, messuages, lands, tenements, hereditaments, and all and singular other the premises and every part and parcel thereof, with the appurtenances unto and to the use of the said *C. D.* his heirs and assigns, be the same by fine or fines, common recovery or recoveries, or any other matter of record or otherwise howsoever, as the said *C. D.* his heirs and assigns, or his or their counsel learned in the law shall be reasonably devised or advised and required, and so as for the making thereof, no person be compelled or compellable to travel from the place or places of his, her or their habitation or abode at the time of such request, and so as such further assurances contain in them no further or other covenants or warranty than against the party or parties thereunto, and his, her or their respective acts and deeds. In witness &c.

Of ASSIGNMENTS.

AN *Assignment* is properly the transferring to another the whole of that particular portion of interest which a person has in any property wherein another person, not a part

Of ASSIGNMENTS.

to the instrument, has likewise an interest; but it is frequently applied to more extensive purposes without regard to this distinction. It is however, necessary in order to constitute an assignment, that the party make over his *whole* interest in the thing assigned and not a *part* only, (in which case it will have the effect of a grant, deputation or some other instrument,) and in this it is that an assignment of land differs from a lease, which transfers but a part of the interest of the lessor, in whom the reversion still remains. See *Doug.* 56, 174. 3. *Wilf.* 234. 2 *Blac. Rep.* 326, 766.

Thus in the case of a lease, if the term which is made over by the instrument, is but for a day less than the whole term, it will not have the effect of an *assignment* but of an *underlease*, whilst on the contrary, if the whole term be made over it will be construed to be an assignment, even though the rent and also a power of re-entry is reserved to the lessee, and though the assignment contain new covenants, not in the lease. See *Doug.* 174. The principal difference between an assignment and an underlease, is, that in an assignment the assignee stands in the shoes of the assignor, and generally speaking, is answerable for all the covenants, &c. which *he* is bound to perform, whereas an underlessee is answerable to his

immediate lessor only, and has no connection with the terms of the original lease. *5 Mod.* 268.

An assignment in its legal effect and operation, passes the assignor's title and possession right to the assignee, who has therefore complete *legal* possession without exception, though the *actual* possession may still continue in the assignor; upon which principle it is, that the assignee of a *lessee* assigning over his interest, is held to be discharged from the covenants in the original lease, though he continues in possession of the premises assigned, all privity between original lessor and the first assignee being destroyed by the assignment. See *Doug.* And this was formerly held to be the case in respect of the assigns of an *assignee*, but in the case of *Eaton and Jaques*, *Doug.* 45 should seem to be otherwise.

No consideration is necessary to support an assignment made by a tenant for years, because the assignee's being subject to forfeiture for non-payment of rent, &c. is held to be sufficient to create a use, and consequently support a possessory action if there should be occasion. *2 Roll. Ab.* 781. *Noy. Max.* 92, but in assignments when there is no circumstance of such sort to vest a use in the assignee, a confi-

tion must be expressed in the deed, *lb. & 1 Mod. 263.*

The operative words usually employed to effect an assignment are, "give, grant, bargain, sell, transfer, assign and set over," but these particular words are by no means necessary, and as many of them are equally applicable to other species of deed, it is frequently in the election of the assignee to use them to either of those purposes and plead them accordingly, *Co. Lit. 301. (b). Jenk. Cent. 109.* and it has indeed been held that under 29 *Car. 2. c. 3.* an assignment will be efficacious, though made by a mere memorandum or "note in writing, signed by the party," *1 Wilf. 27.* and we have therefore given a form of such assignment in the following collection.

See more relative to the law assignments. *Lil. Conv. 1 & seq. 1 Wood. Conv. 562. Eq. Ca. 1 Abr. c. 8.* And of covenants binding assignees, see *post*, tit. "COVENANTS."

Assignment of a man's whole estate in consideration of several debts and engagements.

TO all to whom these presents shall come, I R. C. of ——— send greeting. Whereas I am indebted unto J. F. of ——— in the sum of ——— of lawful money of Great Britain; and the said J. F. and also

F. J. of ——— stand jointly and severally engaged for me the said *R. C.* in several or obligations for several sums of money. *Now know ye*, that I the said *R. C.* for and towards the payment and satisfaction of the said monies, and for divers other good and considerations me thereunto moving, have granted, assigned, bargained and sold, and these presents do freely and absolutely assign, bargain and sell unto the said *F. J.* all and all manner of goods, chattels, debts, monies, and all other things which I the said *R. C.* whatsoever, as well as personal, of what kind, nature or quality whatsoever: *To have and to hold* the same and every part and parcel thereof, unto them the said *F. J.* and *F. J.* their executors, administrators and assigns for ever. *In witnesses*, &c.

An assignment of a debt with a letter to an attorney.

K NOW all men by these presents I *B. M.* of *Essex*, glover, in consideration of the sum of *£* now justly due and owing by me to *W. P.* citizen and cutler of *London*, and for better securing the payment of the same to the said *W. P.* have bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer unto the said *W. P.* all that debt or sum of *£* which is now due and owing to me the said *J. H.* of *Essex* for goods sold and delivered by me to the said *J. H.* or his order, before the day of the date hereof, and all my right, title, interest, claim and demand of in and to the said debt or sum of *£* or any part thereof; *To hold* to the said *W. P.* his executors, administrators and assigns, from

Assignment

Habendum.

forth to his and their own proper use and behoof for ever, under the proviso and condition therein after mentioned; and I do hereby constitute and appoint the said *W. P.* to be my true and lawful attorney irrevocable, and do give and grant unto him, his executors and administrators, full power and authority in my name and in the name of my executors or administrators, but to the only proper use and behoof of the said *W. P.* his executors and administrators, to ask, demand, sue for, levy, recover, receive, compound, acquit, release and discharge the said debt or sum of £c. and every or any part or parcel thereof, and upon receipt of the same or any part thereof, acquittances or other proper discharges to make and give, and generally for me and in my name or in the name of my executors or administrators, to make, do, perform and execute, all and every such further and other acts, matters and things touching and concerning the premises, as to the said *W. P.* his executors or administrators shall seem requisite, and that as fully and essentially as if I myself or my executors or administrators were personally present; hereby covenanting, that I, my executors or administrators shall and will ratify and confirm all and whatsoever he or they shall lawfully do or cause to be done in or about the premises by virtue of these presents. And I do hereby covenant with the said *W. P.* his executors and administrators, that I have not done or suffered, and that I, my executors or administrators, will not do or suffer any act, matter or thing, whereby or by reason whereof the said *W. P.* his executors, administrators or assigns, shall or may be hindered or prevented in or from the recovering or receiving

Letter of attorney.

Covenant that the assignor hath not done, nor will do, any act to hinder the assignee from receiving the debt, &c.

ASSIGNMENTS.

the said debt or sum of, &c. hereby assigned or any part thereof, or such other satisfaction as can or may be had or obtained for the same, to his and their own use. *And further*, that I, my executors and administrators, will at all times hereafter, at the request of the said *W. P.* his executors, administrators and assigns, make, do and perform all such further and other acts and things, as shall be reasonably required for the proving of the said debt, and the better and more effectually enabling him and them to recover, receive and enjoy the same according to the true intent and meaning of this assignment. *Provided always*, that if I the said *B. M.* my executors or administrators, shall well and truly pay or cause to be paid unto the said *W. P.* his executors, administrators or assigns, the said sum of — so due to him the said *W. P.* as aforesaid within three calendar months after the date hereof, then this present assignment and every article and clause herein contained shall be void and of no effect. *In witness, &c.*

Proviso.

Assignment of a bond for the payment of money.

WHEREAS *J. W.* of — and *W. B.* of — in and by one bond or obligation bearing date — which was in the year of our Lord — became jointly and severally bound to *J. M.* of — in the penal sum of — conditioned for the payment of — and interest at a day then since past, as by the said bond and the condition thereof may appear: *And whereas* there now remains due to the said *J. M.* for principal and interest on the said bond, the sum of

——— *New know all men by these presents,*
 that the said *J. M.* for and in consideration
 of the sum of ——— to him in hand paid by
T. E. of ——— the receipt whereof, the said
J. M. doth hereby acknowledge, he the said
J. M. hath assigned, transferred and set over,
 and by these presents doth assign, transfer and
 set over, unto the said *T. E.* the said recited
 bond or obligation, and the monies thereupon
 due and owing, and all his right and interest
 thereof in and to the same. *And* the said *J. M.* for the consideration aforesaid, hath Letter of attorney.
 made, ordained, constituted and appointed,
 and by these presents, doth make, ordain,
 constitute and appoint the said *T. E.* his exe-
 cutors and administrators, his true and law-
 ful attorney and attornies irrevocable, for
 him, and in his name, and in the name or
 names of his executors and administrators,
 but for the sole and proper use and benefit of
 the said *T. E.* his executors, administrators
 and assigns, to ask, demand and receive of the
 said *J. W.* and *W. B.* and either of them,
 their and either of their heirs, executors and
 administrators, the monies due on the said
 bonds, and on non-payment thereof, them
 and either of them, their and either of their
 heirs, executors and administrators, to sue,
 and recover and receive the same, and on pay-
 ment thereof to deliver up and cancel the
 said bond, and give sufficient releases and dis-
 charges thereof, and one or more attorney or
 attornies under him to constitute; and what-
 soever the said *T. E.* or his attorney shall law-
 fully do in the premises, the said *J. M.* doth
 hereby allow and confirm. *And* the said *J. M.* Covenant not to discharge the bond.
 doth covenant, promise and agree with the
 said *T. E.* that he the said *J. M.* hath not
 received nor will receive the monies due on

ASSIGNMENTS.

the said bond, or any part thereof, neither or will release or discharge the same, part thereof, nor any action, suit, bill, judgment or execution thereupon or same or any part thereof to be had, prosecuted or obtained, without the presence and consent of the said *T. E.* Executors or administrators, therein or unto first had and obtained in writing, rule, order or decree of some court of equity; but will own and allow of all proceedings for recovery thereof; he *T. E.* saving the said *J. M.* harmless from any costs that may happen thereby. *In witness, &c.*

The like by indorsement.

KNOW all men by these presents I the within-named *A. B.* for consideration of ——— of lawful money of *Great Britain*, to me in hand paid by of ——— at and before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, have granted, gained, sold, assigned and set over, these presents do grant, bargain, sell and set over unto the said *C. D.* his Executors and assigns, the within-bond or obligation and condition, sum of ——— mentioned in the said condition, and all interest due and to grow to the same, and all my right, title, claim and demand whatsoever, of, in and to the same. *And* I do authorize the said *C. D.* in my name to demand, sue for, have, hold and enjoy the said sum of money and interest to his own use and behoof ever. *In witness, &c.*

An assignment of dower.

THIS indenture, made the ——— &c. between R. L. son and heir of O. L. late of ——— of the one part, and N. C. and J. his wife, who was the widow and relict of the said O. L. of the other part. Whereas, the said O. L. was in his lifetime and at the time of his death, seised in his demesne as of fee of and in divers lands and tenements in ——— in the county aforesaid, which upon the decease of the said O. L. descended unto the said R. L. Now this indenture witnesseth, that the said R. L. hath endowed and assigned, and by these presents doth endow and assign unto the said N. C. and J. his wife, the third part of the said lands and tenements, to wit, All that messuage, &c. To have and to hold unto the said N. C. and J. his wife, for and during the natural life of the said J. in severalty by metes and bonds, in the name of dower, and in recompence and satisfaction of all the dower which the said J. ought to have of or in the said lands and tenements which were of the said O. L. in ——— aforesaid. In witness, &c.

An assignment of a judgment.

TO all, &c. I F. J. of ——— &c. send greeting: Whereas there is a judgment for ——— pounds on record in the court of ——— at Westminster, against R. C. of ——— at my suit, as by the records of the said court remaining in the treasury of the said court at Westminster doth appear; upon which judg-

ASSIGNMENTS.

Letter of
attorney to
prosecute.

ment, execution hath lately been sued forth: *Now know ye* that I the said *F. J.* for divers good causes and considerations, have granted, assigned and set over, and by these presents do grant, assign and set over unto *J. F.* of ——— his executors, administrators and assigns, as well as the said judgment for ——— pounds aforesaid, as also all benefit, profit, sum and sums of money whatsoever, that now is or hereafter shall or may be obtained by reason and means of the same, or any execution thereupon now had or to be had, sued, executed or obtained, and all the estate, right, title, interest and demand whatsoever, which I the said *F. J.* have or ought to have or claim of in or to the said judgment, or any sum of money, lands or tenements which by virtue thereof or of any process or execution thereupon sued or to be sued, is or shall be recovered, obtained or gotten. *And further,* I the said *F. J.* do by these presents make, ordain, constitute, authorize and appoint the said *J. F.* to be my true and lawful attorney, for me and in my name to sue and prosecute the said execution upon the said judgment, and upon composition or agreement made concerning the premises, to acknowledge satisfaction, or to make and give any other release or discharge for the same; and all and every other act and acts, thing and things whatsoever, as shall be requisite in and about the premises, I covenant to allow, establish and confirm by these presents. *And* I the said *F. J.* for myself, my executors and administrators, do covenant with the said *J. F.* his executors, administrators and assigns, by these presents in manner and form following, that is to say, That I the said *F. J.* have never made or executed any release or other

ASSIGNMENTS.

79

discharge of the said judgment, or of any execution which hath been or shall be thereupon sued or executed; neither will or shall I the said *F. J.* my executors or administrators, at any time hereafter make, commit or do any release, act or thing whatsoever, whereby the said judgment or any execution which hath been thereupon sued or executed, or which shall be thereupon sued or executed at any time hereafter by the said *J. F.* or his assigns, shall be in any manner hindered, debarred or extinguished, without the consent of the said *J. F.* his executors, administrators or assigns thereunto, first had in writing.

And further, that I the said *F. J.* my executors and administrators, shall and will at all times hereafter, on request made, and at the costs and charges of the said *J. F.* his executors or administrators, maintain, justify, allow and confirm all such lawful actions, suits, process, executions and proceedings whatsoever, as have been or hereafter shall be brought, sued forth or prosecuted against the said *R. C.* his heirs, executors, administrators or assigns, his, their or any of their lands, tenements, goods or chattels, upon or by reason of the said judgment. *And, &c.* (Add *A covenant for peaceable enjoyment*; vide tit. COVENANTS.) *In witness, &c.*

That assignor will confirm proceedings on judgment.

Assignment, by an executor and others, of a bond and judgment, in trust for creditors, with a letter of attorney.

THIS indenture quadripartite, made, &c. between *N. O.* of, &c. merchant, executor of the last will and testament of *J. P.*

Recital of
the bond
and judg-
ment,

and of the
assignment
of it.

late of, *Esq.* surgeon, deceased, and *P. P.* of, *Esq.* widow and relict of the said *J. P.* of the first part, *R. L.* of, *Esq.* of the second part, *W. S.* of, *Esq.* merchant, of the third part, and *L. F.* of, *Esq.* of the fourth part. *Whereas* Sir *J. E.* of London, Bart. by the name and addition of Sir *J. E.* of ——— Bart. by bond or obligation bearing date the ——— day of ——— became bound to the said *R. L.* in the penal sum of ——— conditioned to be void on payment of ——— on ——— And for the better securing the payment of the said sum, the said Sir *J. E.* executed a warrant of attorney bearing even date with the said bond, for confessing judgment upon the said bond in his Majesty's court of King's Bench, by virtue of which warrant a judgment was afterwards had and still remains upon record in the said court of King's Bench, as of ——— term in the year, *Esq.* for ——— debt, besides costs of suit, as by the said bond or obligation, and the records of the said court, relation being thereunto severally had, may more at large appear. *And whereas* by indenture bearing date *Esq.* made between the said *R. L.* on the one part, and the said *J. P.* deceased, on the other part, the said *R. L.* for the better securing the payment of several sums of money therein mentioned to be due and owing by him to the said *J. P.* did, amongst other things, assign to the said *J. P.* his executors, administrators and assigns, the said bond or obligation, and the money due thereupon, together with the said warrant of attorney, and all benefit or advantage to be had or made thereby, as by the said indenture of assignment, relation being thereunto had, may more fully appear. *And whereas*, upon an account this day made

ASSIGNMENTS.

p and stated between the said *R. L.* and the said *N. O.* and *P. P.* there appears to be due and owing from the said *R. L.* to the estate of the said *J. P.* deceased, for the principal money and interest secured by the said recited assignment, and upon other accounts, the full and just sum of, *£c.* And whereas the said *R. L.* by writing under his hand and seal, bearing date, *£c.* did assign to the said *W. S.* all his right, title, interest and demand of, in, or to the said recited bond and judgment, and the money thereby payable, as a security for the payment of the sum of, *£c.* from him then and still due and owing from the said *R. L.* to the said *W. S.* And whereas the said *R. L.* being also indebted to several other persons, whose names, together with the sums to them respectively owing, are mentioned and expressed in the schedule hereunto annexed, hath agreed that the said bond and judgment and the money thereupon due or to grow due, shall after payment of the said debts owing as aforesaid to the estate of the said *J. P.* deceased, and to the said *W. S.* be made subject and liable to the payment of the debts mentioned in the said schedule, in equal shares and proportions one with the other :

Now this indenture witnesseth, that in consideration of five shillings a-piece to the said *N. O.* of all the said *W. S.* and *R. L.* in hand paid by the said *L. F.* he the said *N. O.* at the request and desire of the said *R. L.* and by and with the consent and approbation of the said *P. P.* testified by their being parties hereto, and signing and sealing hereof, and also the said *W. S.* at the like request and desire of the said *R. L.* testified as aforesaid ; and he the said *R. L.* for the better securing, raising and

paying the several debts so as aforefai
 and owing by the said *R. L.* in such ord
 manner as is herein after mentioned as
 pressed, *Have*, and each and every of
Haib assigned, transferred and set over, a
 these presents *Do*, and each and every of
Doth assign, transfer, and set over un
 said *L. F.* the said recited bond or oblig
 and the judgment thereupon obtained as
 said; and all such sum and sums of
 as are now due or payable upon or by
 thereof; and also all other sum or fu
 money due, owing or payable by or fro
 said Sir *J. E.* to the said *R. L.* upon any
 security, or for any other cause, mat
 thing whatsoever; and all the right,
 interest, benefit, advantage, claim an
 and whatsoever, of them the said
W. S. and *R. L.* or any of them, of,
 to the premises, or any part or parcel
 of; *To have and to hold* all and singul
 said hereby assigned premises, and ever
 or parcel thereof, unto the said *L.*
 executors, administrators and assigns
 henceforth for ever, *Upon the trusts*, a
 and for the several uses, intents, and pu
 herein after mentioned, (that is to say
trust that out of the money that shall be
 or received by the said *L. F.* his exe
 administrators or assigns, or by virtue
 said bond and judgment, or of this
 assignment, he shall in the first place,
 deduction of necessary charges and exp
 pay and satisfy to the said *N. O.* his
 tors, administrators and assigns, the
 mentioned sum of, &c. due and ow
 aforefai by the said *R. L.* to the estate
 said *J. P.* deceased, with interest for th
 to the time of such payment; and aft

Habendum

in trust for
the pay-
ment of se-
veral sums
of money.

payment made of that money, then upon trust in the next place, that he shall pay and satisfy to the said *W. L.* his executors, administrators, or assigns, the above mentioned sum of, &c. to him due and owing by the said *R. L.* with interest for the same to the time of such payment; and after such payment made of the said last-mentioned sum, then upon trust to pay and satisfy to the several persons named in the said schedule hereunto annexed, their executors, administrators or assigns respectively, the several debts and sums of money therein mentioned to be due and owing to them respectively, together with interest for the same in proportion to the *quantum* of their respective debts, by an equal pound-rate, without any preference of priority, until the whole debts be paid, or as far as the money which shall be so raised or reserved will extend towards the same; and upon trust to pay the overplus of the said money (if any there shall be) unto the said *R. L.* his executors, administrators or assigns: *And* each of them the said *N. O.* and *W. S.* for himself, his heirs, executors and administrators, and not the one for the other, nor for the acts or deeds of the other, *Doth* hereby covenant, promise and agree to and with the said *L. T.* his executors, administrators and assigns, that they the said *N. O.* and *W. S.* or either of them respectively, have not nor hath made, done, committed or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or by reason or means whereof the said recited bond or obligation, or the said recited judgment thereupon obtained, or the money thereby payable, or any part thereof, is, are, shall or

Covenant
that the
bond, &c.
not released
or discharged;

may be hindered or prevented from having and receiving the full benefit and advantage of this present assignment. *And* the said *R. L.* for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said *L. F.* his executors, administrators and assigns, in manner and form following, (that is to say) That the said sum of, *£c.* with the interest thereof, from the time the same became payable by the aforesaid bond, is now justly and *bona fide* due and owing to him the said *R. L.* by the said Sir *G. E.* upon the aforesaid bond and judgment, and that the said bond and judgment are now in full force and virtue, and not in any wise released or reversed, and shall so continue and remain until the said principal sum of, *£c.* and the interest thereof be paid and satisfied; *And also* that the said *R. L. N. O.* and *W. S.* some or one of them now have or hath in himself or themselves good right, full power, and lawful and absolute authority to assign and set over the said bond and judgment, and all other the said hereby assigned premises, and every part and parcel thereof, unto the said *L. F.* his executors, administrators or assigns, in manner and form aforesaid; and that he the said *R. L.* hath not made, done, committed or suffered, nor will make, do, commit or suffer any act matter or thing, whereby or by reason of means whereof the said *L. F.* his executors administrators or assigns, shall or may be hindered or prevented, in or from the receiving and obtaining the full benefit and advantage of this assignment, according to the true intent and meaning thereof, but shall and will in all things, upon request, be aiding and assisting to them, and will do, per-

and that
the money
is bona fide
due there-
on.

Covenant
that the
parties
have full
power to
assign.

orm and execute all and every or any other
Et, matter or thing which they shall think
needful or requisite for the better or more
speedy recovery of the money hereby assigned.

And the said *R. L.* doth hereby constitute and appoint the said *L. F.* his executors, ad-
Letter of attorney.

ministrators and assigns, to be his lawful at-
torney or attornies, in his name to ask, de-
mand, sue for, levy, recover, receive, ac-
quit, release and discharge the money hereby
assigned, and every or any part thereof, and
upon receipt thereof, to deliver up the said
bond, and cause satisfaction to be acknow-
ledged upon the record of the said judgment,
or other proper discharge in his name to make
and give, and also in his name to commence,
prosecute and perform, all such other act re-
lating to the premises as they shall think
needful. And lastly, It is agreed by all the

said parties to these presents, that all such
charges, costs and expences as the said *L. F.*
his executors or administrators shall be put
unto in or about the premises, shall in the
first place be deducted and retained out of the
money which shall come to his or their
hands by virtue of these presents. In wit-
ness, &c.
Covenant for reim-
bursing the
charges of
the trustee.

*An assignment of an annuity, reciting a
devise thereof to the assignor for life.*

THIS indenture, made, &c. between *E. M.*
of ——— of the one part, and *J. A.* of a will (as
— of the other part. *Whereas M. M.* near the
late of ——— deceased, did by his last will words as
and testament in writing, bearing date the may be)
—— day of ——— in the year of our

Lord ——— give and devise unto the said *E. M.* an annuity or yearly sum of 50*l.* of lawful money of *Great Britain*, to be issuing and payable yearly out of all and every the manors, messuages, lands, tenements and hereditaments of him the said *M. M.* situate, lying and being in ——— and to be paid yearly and every year after his decease unto the said *E. M.* for and during the life of the said *E. M.* with a power of distress upon non-payment thereof, or of any part thereof, as by the said will, relation thereunto being had, will more fully and at large appear; which said annuity hath ever since the death of the said *M. M.* been duly satisfied and paid unto him the said *E. M.* according to the true intent and meaning of the said will: *Now this indenture witnesseth*, that the said *E. M.* for and in consideration of the sum of ——— unto him in hand paid by the said *J. A.* before the sealing and delivery of these presents, the receipt whereof the said *E. M.* doth hereby acknowledge, and thereof doth acquit and discharge the said *J. A.* his executors, administrators and assigns, and every of them, by these presents; and also for divers other good causes and considerations, he the said *E. M.* hath granted, bargained, sold, assigned, transferred and set over, and by these presents *Doth* grant, bargain, sell, assign, transfer and set over unto the said *J. A.* and his assigns, all and every part of the said annuity, yearly rent or sum of 50*l.* and all the estate, right, title, interest, benefit and power of distress, use, possession, claim and demand whatsoever, which he the said *E. M.* now hath, or may, or in any wise ought to have, of, in, unto or for the said annuity, or yearly rent or *Item* sum of 50*l.* before mentioned; *To have,*

ASSIGNMENTS.

8.

old, receive, take and enjoy the said annuity, yearly rent or sum of 50*l.* and all the state, right, title, interest, benefit, power of distress, use, possession, claim and demand whatsoever of him the said *E. M.* of in and to the same, and every part thereof, unto the said *J. A.* and his assigns, immediately from and after the execution of these presents, for and during the life of the said *E. M.* in as large, ample and beneficial a manner, to all intents and purposes as he the said *E. M.* can, might, could, should or ought to have or enjoy the same. *And, &c.* (Add *A covenant for peaceable receiving, &c. the annuity, and a covenant that the annuity is free from incumbrances; vide tit. COVENANTS.*) *In witness,* &c.

An assignment of a lease.

THIS indenture, made, &c. between *A. B.* of, &c. on the one part, and *C. D.* of, &c. of the other part. *Whereas E. F.* by ^{Recital of} ~~ne~~ indenture of lease under his hand and ^{lease.} seal duly executed, bearing date the ——— day of ——— for the considerations therein mentioned, *Did* demise and to farm let unto ~~he~~ said *A. B.* All that, &c. (except as in ~~the~~ said lease is excepted) *To hold* unto the said *A. B.* &c. by and under the yearly rent, and performing the several covenants and agreements in the said lease contained and expressed concerning the same, as in and by the said lease, relation thereunto being read, will more fully and at large appear: *Now this indenture witnesseth,* that the said *A. B.* for and in consideration of ——— to

him in hand well and truly paid, at and before the sealing and delivery of these presents by the said *C. D.* the receipt whereof the said *A. B.* doth hereby acknowledge, and thereof doth fully acquit and discharge the said *R. C.* his executors, administrators and assigns, *Hath* assigned, transferred and set over, and by these presents *Doth* assign, transfer and set over unto the said *C. D.* his executors, administrators and assigns, *All that*, &c. and all the estate, right, title, interest, possession, term of years to come, claim and demand whatsoever, which he the said *A. B.* now doth, or may or ought, or should have or claim in or to the messuage and premises, with the appurtenances afore said, by force and virtue of the said recited indenture of lease; *To have and to hold* the said ——— and also the said recited indenture of lease, and all the estate, right, title, interest and term of years in and by these presents herein before assigned, transferred and set over, unto the said *C. D.* his executors, administrators and assigns to his and their own proper use and behoof during the residue of the said term by the said indenture of lease granted, and yet to come and unexpired, in as large, ample and beneficial a manner to all intents and purposes, as he the said *A. B.* now hath, or might, should or ought to have and enjoy the same, by force and virtue of the said recited indenture of lease, or otherwise howsoever, under and subject to the payment and performance of the rent, dues, duties, services and covenants in the said recited lease mentioned. *And* the said *A. B.* for himself, his executors and administrators, *Doth* covenant, &c. *that the lease assigned is good, &c. and for peaceable enjoyment* (Vide tit. COVENANTS.) *In witness, &c.*

An assignment of leasehold premises, from a mortgagee and mortgagor to a purchaser.

THIS indenture made, &c. between *W. J.* (the mortgagee), of &c. of the first part, and *J. K.* (the mortgagor), of &c. of the second part, and *J. G.* (the purchaser) of &c. of the third part. *Whereas (here was recited the lease by which the mortgagor held, the mortgage deed and bond for securing the sum of five hundred pounds, formerly lent on the premises now assigned), And whereas the said sum of five hundred pounds was not paid at the time appointed by the said recited indenture, for payment thereof whereby the estate of the said W. J. in the said mortgaged premises became absolute in law, And whereas there is now due to the said W. J. for principal and interest on the said recited bond and mortgage the sum of five hundred and fifty pounds, And whereas the said J. G. hath contracted with the said J. K. for the absolute purchase of the said mortgaged premises for all the residue now to come of the said term of ninety-nine years, granted by the said recited indenture of lease, at the price or sum of seven hundred pounds. Now this indenture witnesseth, that for and in consideration of the said sum of five hundred and fifty pounds of lawful money of Great-Britain, in hand, at or before the sealing of these presents, well and truly paid by the said J. G. to the said W. J. (by the direction of the said J. K. testified by his sealing and delivering hereof), which said sum of five hundred and fifty pounds is in full of all principal and interest money due to the said W. J. on the said recited bond and mortgage, and the receipt of which said sum the said W. J. doth hereby*

acknowledge, and therefrom discharge the said *J. G.* and also the said *J. K.* their and each of their executors, administrators, and assigns by these presents, *He* the said *W. J.* by and with the consent, direction, and appointment of the said *J. K.* testified as aforesaid, *Hath* granted, bargained, sold, assigned, transferred, and set over, and by these presents *Doth* grant bargain, sell, assign, transfer, and set over unto the said *J. G.* his executors, administrators, and assigns, the said recited indenture of lease and release, and the said recited bond, and also the messuage or tenement, and all and singular other the hereditaments and premises, with their respective appurtenances in and by the same indentures of lease and release demised and conveyed as aforesaid or mentioned so to be, and all the estate, right, title, interest, property, term of years, unexpired claim and demand whatsoever, of his the said *W. J.* of, in, and to the same premises, by virtue of the said recited indenture or otherwise, *To have and to hold* the said recited indenture of lease, and indenture of assignment; and also the said piece or parcel of ground, and the messuage or tenement thereon built, and all and singular other the premises hereby assigned, with the appurtenances hereto granted, sold, and assigned, or mentioned so to be, unto the said *J. G.* his executors, administrators, and assigns, from the day of the date of these presents, for and during all the residue now to come of the said term of ninety-nine years, by the said recited indenture of lease granted. *And* the said *W. J.* for himself, his executors, and administrators, doth covenant, promise, and agree to and with the said *J. G.* his executors, administrators, and assigns, by these presents, that he the said *W. J.* hath not done, or caused to be done

Assignment
from mort-
gagee.

Covenant
from mort-
gagee that
he has not
encumber-
ed.

ASSIGNMENTS.

or knowingly suffered any act or thing whatsoever, whereby the said recited indenture of lease is, or shall, or can be made void, or the said piece or parcel of ground, messuage, or tenement, and premises hereby assigned, or any of them, are or shall, or can be charged or incumbered in title, estate, or otherwise. Assignme
from moi
gagor.

And this indenture further witnesseth that for and in consideration of the further sum of one hundred and fifty pounds of lawful money of Great Britain, to the said J. K. in hand also well and truly paid by the said J. G. at or before the sealing and delivery of these presents, the receipt whereof the said J. K. doth hereby acknowledge and therefrom doth release and discharge the said J. G. his executors, administrators, and assigns, (which said sums of five hundred and fifty pounds by the said J. G. to the said W. J. as aforesaid, and the one hundred and fifty pounds by him now paid to the said J. K. making together the sum of seven hundred pounds, are in full of the purchase money agreed to be paid by the said J. G. for the said premises,) he the said J. K. hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said J. G. his executors, administrators, and assigns, the said recited indenture of lease made and granted to him the said J. K. as aforesaid, and the said piece or parcel of ground, and all and singular other the premises with the appurtenances in the same indenture demised, and all the estate, right, title, interest, profit, property, term of years now to come, equity of redemption, claim and demand whatsoever, of him the said J. K. both in law and equity, or otherwise, of, in, and to the said lease and premises,

or any part thereof, and all deeds, evide and writings touching and concerning th hereby demised premises, or any part th now in the custody or power of the said or of any other person, for his use, or in for him, *To have and to hold* the said recit denture of lease, and the said piece or 1 of ground, messuage or tenement th built, and all and singular other the pre with the appurtenants herein before ment and expresse to be hereby granted ar signed as aforesaid, unto the said *J. C* executors, administrators, and assigns, henceforth for and during all the residu to come of the said term of ninety-nine

Covenant
from mort-
gagor that
lease is
valid.

And the said *J. K.* for himself, his heirs cutors, and administrators doth cove promise, and agree to and with the said his executors, administrators, and assig these presents, in the manner following, is to say) that the said recited indent lease made and granted to him the said as aforesaid, is at the time of the sealir delivering of these presents, a good and lease, and that the term of years there mised is now in being, and in no wil feited, surrendered, or any wise encum (save as aforesaid) and that they, th *J. K.* and *W. J.* have in themselves, of them hath in himself, good, right, a solute authority to grant, bargain, sell, transfer, and set over the premises mea expresse to be hereby assigned, with appurtenants, unto the said *J. G.* his tors, administrators, and assigns, in n aforesaid, *And* that he the said *J. G.* h cutors, administrators, or assigns, sh lawfully may, for and during all the rder now to come of the said term of 1 nine years, by the said recited indent

Covenant
for quiet
enjoyment.

ASSIGNMENTS.

9

lease granted, peaceably have, hold, occupy
 and enjoy all and singular the premises here-
 by granted and assigned, or mentioned so to
 be, with their appurtenances, without any
 suit, molestation, or interruption of them the
 said *J. K.* and *W. J.* or either of them, their
 or either of their executors, administrators,
 or assigns, or of any other person lawfully
 claiming from them or any of them, and that
 free and clear of all former and other grants,
 assignments, mortgages, surrenders, and other
 assurances and incumbrances whatsoever,
 made or knowingly suffered to be made by the
 said *J. K.* and *W. J.* or either of them, or
 which shall or may be made by their or
 either of their executors, administrators, or
 assigns. *And further* that he the said *J. K.* Covenant
 his executors and administrators, and all and for furth
 every other person or persons lawfully claim- assurance
 ing from or under him or them, shall and
 will at all times hereafter during the remainder
 now to come of the said term of ninety-nine
 years, at the request, costs, and charges in
 the law of the said *J. G.* his executors, ad-
 ministrators, and assigns, make, do, and exe-
 cute, or cause to be made, done, and exe-
 cuted, all such further lawful and reasonable
 acts and deeds in the law whatsoever, for the
 better and more effectually conveying, assign-
 ing, and assuring the said hereby assigned pre-
 mises unto the said *J. G.* his executors, ad-
 ministrators, and assigns, for all the remainder
 of the said term of ninety-nine years, which
 shall be then to come and unexpired, as the Covenant
 said *J. G.* his executors, administrators, or from as-
 assigns, shall reasonably require. *And lastly,* signee to
 the said *J. G.* for himself, his executors, ad- pay rent
 ministrators, and assigns, doth covenant, pro- and per-
 lease. form co-
nants of
lease.

Covenant
for quiet
enjoyment.

assigns, as the said *W. N.* is required to give in and by the within written indenture), subject nevertheless to the payment of the rent and performance of the covenants in the same indenture of lease reserved and contained on the tenant or lessee's part, from thenceforth to be paid, done, and performed. And the said *W. N.* doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said *J. J.* his executors, administrators, and assigns, in manner following; (that is to say) that he the said *J. J.* his executors, administrators, or assigns, paying the rent, and observing and performing the covenants and agreements reserved and contained in and by the said within written indenture of lease, on the tenant or lessee's part to be paid and performed, from and after the said feast of St. Michael the Archangel now last past, shall and may from time to time, and at all times thereafter, for and during all the residue and remainder which shall be then to come and unexpired of the said term of twenty-one years (determinable as aforesaid), by the within written indenture of lease granted, lawfully, peaceably, and quietly have, hold, occupy, possess, and enjoy the said piece or parcel of messuage and premises hereby assigned, or intended so to be, with their and every of their appurtenances, and receive and take the rents, issues, and profits thereof, and of every part thereof, to and for his and their own use and benefit, without any lawful let, suit, trouble, denial, eviction, or interruption of or by the said *W. N.* his executors, administrators, or assigns, or any other person or persons whomsoever, lawfully claiming or to claim, by, from, or under him, them, or any of them, or by or through his

or their acts, means, neglect, default, or procurement; *And* that free and clear, and freely and clearly acquitted and discharged, or otherwise, by the said *W. N.* his executors, or administrators, well and sufficiently kept harmless, and indemnified of, from, and against all and all manner of former and other deeds, gifts, grants, bargains, sales, assignments, mortgages, surrenders, re-entries, judgments, executions, extents, statutes, recognizances, and all other incumbrances whatsoever; *And* of and from all arrears of rent, taxes, and assessments, until the said feast-day of St. Michael the Archangel next ensuing. *And* ^{Free from incumbrances.} *further* that he the said *W. N.* his executors or administrators, and all and every other person or persons having, or lawfully claiming, or to claim any estate, right, title or interest, of, in, to, or out of the said hereby assigned premises, or any part thereof, from, by, under, or in trust, for him or them, shall and will from time to time, and at all times during the continuance of the said term hereby assigned, upon every reasonable request, and at the costs and charges in the law of him the said *J. J.* his executors, administrators, or assigns, make, do and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, conveyances, and assurances in the law, for the further and better assuring the said premises unto the said *J. J.* his executors, administrators, and assigns, for the then residue of the term within demised, as by the said *J. J.* his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably advised and required. In witness, &c.

^{Covenant for further assurance.}

Assignment of a policy of insurance

TO all to whom these presents shall come, J
of Shadwell, in the county of Midd
gent. (executor of the last will and testa
of T. B. late of the same place, Esq
ceased), sends greeting, whereas by a ce
deed poll, or policy of insurance, num
forty thousand and five, bearing date the
day of July, in the year of our Lord one
thousand seven hundred and ninety-six, and
cuted by J. B. and R. W. trustees or dire
of a certain office for insuring buildings
fire, going by the name of the Phoenix
Office, a certain brick dwelling house, and
the premises in the said policy described, sit
on the north side of Carry-Street, in the co
of Middlesex, in the occupation of P. D.
insured from loss by fire, from and after
sixth day of July then next, for and d
the term of seven years from the said fift
of July thence next ensuing. Now kno
that the said J. P. for and in considerati
the sum of fifty pounds to him in hand
by the said P. D. the receipt where
hereby acknowledged, Hath bargained,
assigned, transferred, and set over, A
these presents Doth bargain, sell, assign,
fer, and set over, unto the said P. D. his
cutors, administrators and assigns, the
recited deed poll, or policy of insurance
all monies that shall or may become
thereon, and all benefit and advantage t
of, and all the right, title, and interest o
the said J. P. in and to the same respect

Power of
 Attorney to *And the said J. P. doth also hereby auth*
 receive, &c. and empower the said P. D. his exec

administrators and assigns, in his or their own name or names, and for his and their own proper use, or in the name of the said J. P. his executors or administrators, but to and for the use of the said P. D. his executors, administrators and assigns, to receive from the trustees or directors for the time being of the said *Phoenix Fire-Office*, all monies that shall or may become due on the said recited deed poll, or policy of insurance, and upon non-payment thereof, or of any part thereof, to sue for, recover, and receive the same, and to give receipts or other discharges for the same; and all and whatever the said P. D. his executors, administrators or assigns, shall lawfully do, or cause to be done, in and about the premises aforesaid, the said J. P. doth by these presents confirm and allow as fully and effectually as if he himself were personally present, and did the same. *In witness, &c.*

An assignment by "note in writing" indorsed on the back of the lease.

MEMORANDUM this 5th day *June*, 1796. The within named J. P. hath this day assigned and made over unto the undersigned J. W. of, &c. all and singular the hereditaments and premises, in the within written lease described and granted, with the whole of his estate and interest therein. *As witnesses their hands.*

*An assignment by commissioners of
 rupts of all the bankrupt's effect
 one of the creditors, in trust for
 them.*

Recital of
 a commis-
 sion of
 bankrupt.

THIS indenture made, &c. between
 of — Esquire, T. W. and J. P.
 of the one part, and S. L. citizen and
 ner of London, of the other part. *W*
 his Majesty's commission under the gre:
 of Great Britain, grounded upon the f
 statutes made concerning bankrupts,
 been awarded against J. L. of, &c. d
 bearing date at Westminster, the &c. dire
 the said F. A. T. W. and J. P. togethe
 R. S. Esq; and J. M. Gent. thereby
 full power and authority unto the said
 missioners, four or three of them, where
 said F. A. or R. S. was to be one, to e
 the same, as by the said commission, re
 being thereunto had, may more at lar
 pear: *And whereas* the said commissi
 parties to these presents, having begun
 the said recited commission into exec
 upon due examination of witnesses, and
 good proof upon oath before them ha
 taken, do find that the said J. L. for f
 years before the date and suing forth
 said recited commission, did use and e
 the trade and business of a draper at his
 or shop in — aforesaid, and that durin
 his trade and dealing he became justl
 truly indebted, and at the time of the i
 of the said commission did stand justly i
 ed unto the said S. L. and other his cre
 in divers sums of money, amounting i

whole to ——— And being so indebted he ^{Who de-}
the said *J. L.* did in the judgment of the said ^{clare the}
commissioners, parties to these presents, be- ^{person to}
come bankrupt to all intents and purposes, ^{be a bank-}
within the true intent and meaning of the ^{rupt,}
several statutes made concerning bankrupts,
some or one of them, before the date and suing
forth of the said recited commission. *And*
whereas the said commissioners, parties to these
presents, or the major part of the commis-
sioners by the said commission authorized, in
further execution of the said recited commis-
sion, upon like due examination of witnesses
and other good proof upon oath before them
had and taken, do find that the said *J. L.* at ^{and find}
the time he became bankrupt was possessed of, ^{him to be}
interested in or intitled unto divers household ^{possessed of}
goods, and other goods, wares and merchan- ^{several ef-}
dizes, then remaining or being in or about ^{fects.}
his said dwelling-house and shop, situate, &c.
which have been seized by virtue of a war-
rant under the hands and seals of the major
part of the said commissioners named and
authorized in and by the said commission, the
particulars whereof are mentioned and ex-
pressed in the schedule to these presents an-
nexed, and also of, in or to divers other goods,
wares and merchandizes, now or late in the
possession of divers persons in trust for him
the said *J. L.* the particulars whereof are
also mentioned and expressed in the schedule
aforesaid, and also of, in, or to divers book-
debts, and other debts and sums of money
due, owing and payable to the said *J. L.* and
his estate by and from divers and sundry per-
sons, the particulars whereof and the names
of the several persons from whom the same
are due, owing and payable, are also men-
tioned and expressed in the said schedule to

Covenant
of assign-
ment of all
the bank-
rupt's estate
to one of
the credi-
tors.

Habendum
to the as-
signee;

these presents annexed: *Now this indenture witnesseth*, That the said commissioners, parties to these presents, being the major part of the commissioners by the said commission authorized, by force and virtue of the said commission, and the statutes therein mentioned, and in further execution of the same in consideration of the covenants and agreements herein after contained, on the part of the said *S. L.* his heirs, executors and administrators to be observed and performed, have ordered, disposed, assigned, and set over, and by these presents do (as much as in them the said commissioners lies) order, dispose, assign and set over unto the said *S. L.* all and singular the said household goods, and other goods, wares and merchandizes, and also all the debts and sums of money particularly mentioned and expressed in the said schedule hereunto annexed, and all other goods, wares, merchandizes, debts, sum and sums of money, and other effects of or belonging to the said *J. L.* which now are, or at the time he became bankrupt were, remaining or being in or about his said dwelling-house or shop, or in the hands or possession of, or due or owing by or from the several persons named in the said schedule or any of them, or any other person or persons whatsoever; and all the right, title, interest, property, profit, claim and demand whatsoever of him the said *J. L.* of, in, to or out of the premises, or any part or parcel thereof in anywise howsoever; *They have and to bold* all and singular the said household goods and other goods, wares, merchandizes, debts, and sums of money, and all and singular other the herein before mentioned or intended to be hereby assigned premises, and every part and parcel thereof

with their and every of their appurtenances, unto the said *S. L.* his executors, administrators and assigns, from henceforth for ever, as his and their own proper estate, *In trust* nevertheless to and for the use, behoof, benefit and advantage of him the said *S. L.* and all other the creditors of the said *J. L.* who have already sought or shall hereafter in due time come in and seek relief by virtue of the said commission, and contribute towards the charges thereof, according to the true intent and meaning of the several statutes in that case made and provided. *And* the said *S. L.* for himself, his heirs, executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said commissioners, parties to these presents, their executors and administrators, and every of them, in manner and form following, that is to say, That he the said *S. L.* shall and will use his best endeavours by all lawful ways and means, with all convenient speed, as well to sell and dispose of all and singular the goods, wares and merchandizes mentioned in the said schedule hereunto annexed, or hereby intended to be assigned, for the best and greatest rates and prices that can or may be gotten and obtained for the same; *As also* to get in and recover all and singular the said debts, and sums of money hereby assigned or intended to be assigned: *And* that he the said *S. L.* his heirs, executors and administrators, shall and will from time to time and at all times hereafter, upon reasonable notice or request in that behalf to him or them made or given by the said commissioners, parties to these presents, or the major part of the commissioners by the said commission authorized, render, and give unto the said commissioners,

In trust for himself and the other creditors.

Covenant that the assignee shall dispose of the effects to the best advantage;

and get in all his debts,

and give an account to the commissioners;

and assign
such of the
bankrupt's
estate as
shall re-
main un-
disposed of,
&c. &c.

parties to these presents, or the major part of the same, by the said commissioners by the said commission authorized, a full, true and perfect account and writing of all such sum and sums of money and other estate of the said *S. L.* as aforesaid, have or hath, or at any time hereafter shall come to the hands, use or possession of the said *S. L.* his executors, administrators, assigns, or any of them, or any other person or persons by his or their order, or in pursuance of the power hereinbefore given, for him or them, by virtue of these presents, or otherwise howsoever; *And likewise* the said *S. L.* his heirs, executors and administrators or some of them, shall and lawfully may, upon such reasonable notice or request as shall be made to the said *S. L.* or him or them, as aforesaid, assign and transfer all such part or parts of the said *J. L.*'s estate and effects hereinbefore mentioned or intended to be hereby assigned, as shall then remain unsold and undisposed of, *And also* pay and deliver all such sum or sums of money, as shall in the meantime have been had, raised or received by him or them, the said *S. L.* his executors, administrators, assigns, or any of them, by virtue of these presents or otherwise, out of the said *J. L.*'s estate, unto the said commissioners, parties to these presents, or the major part of the same, by the said commission authorized, to such person or persons as they shall think fit to appoint; to the end that the said commissioners, parties to these presents, or the major part of the same, by the said commission authorized, may divide, distribute and dispose thereof, and of every part thereof, as they shall think fit, and towards the payment of the just debts due and owing by the said *J. L.* to his creditors as have already sought or hereafter in due time come in and seek to be paid, by virtue of the said commission, and

tribute towards the charges thereof as aforesaid, according to the true intent and meaning of the several statutes in that case made and provided, and of these presents. *And* ^{Covenant} *lastly*, that he the said *S. L.* his heirs, executors and administrators, shall and will from ^{to save the} time to time and at all times hereafter well ^{commissioners} and sufficiently save, defend and keep harmless and indemnified the said commissioners, parties to these presents, and the rest of the commissioners by the said commission authorized, or by any renewed commission to be authorized, and every of them, their and every of their heirs, executors and administrators, of from and against all and all manner of action and actions, suits, arrests, costs, charges and damages whatsoever, which shall or may at any time or times hereafter be brought, commenced or prosecuted, happen or arise unto or against them the said commissioners, parties to these presents or any of them, their or any of their heirs, executors or administrators, or their or any of their lands, tenements, goods or chattels, or which they or any of them shall or may sustain, suffer or be put unto for or by reason or means of the said warrant of seizure or any act or thing done or to be done thereupon, or for or by reason of this present deed of assignment, or any thing herein contained, or their or any of their lawful intermeddling or dealings in or about the estate of the said *S. L.* or any other their proceedings in the due and legal execution of the said recited commission, or by force, virtue or colour thereof. *In witness, &c.*

Assignment from the commissioners of bankrupt to new assignees, the former being removed (at their own desire) in order, and after a temporary assignment had originally been made.

Parties.

THIS indenture, tripartite, made, & between B. C. of, &c. and D. E. of, &c. first part, R. S. T. N. and R. D. E. being the major part of the commission named and authorized in and by a commission of bankrupt, awarded and issued now in prosecution, against J. R. of the second part, and A. F. of, &c. third part. *Whereas* a commission of bankrupt under the great seal of Great Britain bearing date at Westminster the——day of——1796, grounded upon the several commissions made and now in force concerning bankrupts, some or one of them, hath been awarded and issued forth against the said J. R. directed to the said R. S. T. N. and R. D. E. together with M. W. and R. W. Gentl. thereby giving full power and authority to the said commissioners, any four or three of them, to execute the same, as in and by the said commission, relation being thereunto had, more fully and at large appear: *And whereas* the said R. S. T. N. and R. D. E. being the major part of the said commissioners in and by the said commission named and authorized, have begun to put the said commission in execution, upon due examination of witnesses and other good proofs upon oath before them had and taken, have found, or it otherwise appeared to them, that the said J. R. is

veral years before the date and suing forth of the said commission, exercised and followed the trade or business of a printseller, and sought and endeavoured to get his living thereby, as others of the same trade or business usually do; and that he the said J. R. before the date and suing forth of the said commission, became indebted to D. R. of, &c. and R. J. of, &c. in the sum of 150l. and upwards, and being so indebted, he the said J. R. did, in the judgment of the major part of the said commissioners in the said commission named and authorized, become bankrupt to all intents and purposes, within the true intent and meaning of the several statutes in the said commission mentioned, some or one of them, and they declared him bankrupt accordingly: *And whereas* the said commissioners, parties to these presents, in further execution of the said commission, and of the statutes therein mentioned, and by virtue of the same, by indenture bearing date the——day of——made between the said R. S. T. N. and R. D. of the one part, and W. C. of, &c. of the other part, for the consideration therein mentioned, did as much as in them lay, and they lawfully might, order, bargain, sell, dispose, assign and set over, unto the said W. C. his executors, administrators and assigns, all and singular the goods, wares and chattels, debts, sum and sums of money, and all the personal estate whatsoever of the said J. R. of which he was possessed or intitled unto, or of which any other person or persons was or were possessed, in trust for him at the time he became bankrupt, or at any time since; *To hold*, ask, demand, sue for, recover, levy, and receive all and singular the pre-

mises thereby assigned, or mentioned, or intended so to be, unto the said *W. C.* his executors, administrators and assigns, *In trust* for the immediate preservation thereof, and to and for the use, benefit and advantage of all the creditors of the said *J. R.* who had then sought, or should then after in due time come in and seek relief, under the said commission, according to the several statutes therein mentioned, or some or one of them, and to and for no other use, trust, intent or purpose whatsoever: *And whereas* the said *W. C.* did, in and by the said recited indenture of assignment, covenant and agree to and with the said commissioners, parties thereto, their executors and administrators, and to and with every of them, that he the said *W. C.* his executors, or administrators, or some or one of them, should and would, as soon as an assignee or assignees of the bankrupt's estate and effects should be duly chosen and appointed, join with the major part of the commissioners named in the said commission, in assigning all and singular the said goods, chattels, debts, sum and sums of money, wares and merchandizes, and all other the premises in the said recited indenture assigned to him, unto such person or persons, who should be duly chosen and appointed to be the assignee or assignees of the said bankrupt's estate and effects; and that he the said *W. C.* would deliver up all the estate and effects of the said bankrupt, as should or might have come to his hands or possession, or to the hands or possession of any other person or persons, *In trust* for him, or to his use, unto such person or persons, as should be duly chosen as assignee or assignees of the said bankrupt's estate or effects, or otherwise as the said commissioner should direct or appoint: *And whereas* at :

meeting of the major part of the commissioners, in and by the said commission named and authorized, at the *Guildhall* of the city of *London*, the — day of — pursuant to notice in the *London Gazette* for that purpose given, the major part in value of the creditors of the said *J. R.* then present, and who had proved their debts under the said commission, and whose debts respectively amounted to ten pounds or upwards, did nominate, elect and chuse the said *B. C.* and *D. E.* to be assignees of the estate and effects of said *J. R.* and desired an assignment thereof to be made to them accordingly by the said *W. C.* and the said commissioners: *And whereas* by indenture *tripartite*, bearing date the — day of — made between the said *W. C.* of the first part, the said commissioners, parties hereto, of the second part, and the said *B. C.* and *D. E.* of the third part, the said *W. C.* for the consideration therein mentioned, by the consent and direction of the said commissioners parties hereto, testified by their being made parties to and their sealing and delivering thereof, *Did* order, bargain, sell, dispose, assign and set over, unto the said *B. C.* and *D. E.* their executors and administrators, all and singular the goods, wares, chattels, debts, sum and sums of money, and all other the personal estate whatsoever of the said *J. R.* of which he was possessed or any ways intitled unto, or of which any other person or persons was or were possessed, *In Trust* for him at the time he became bankrupt, or at any time since; and all the right, title, interest, property, claim and demand whatsoever, of him the said *W. C.* of, in or to the same, or any part thereof, as assignee of the estate and effects

ASSIGNMENTS.

of the said *J. R.* and the said commissioners, parties thereto, being the major part of the said commissioners in and by the said commission named and authorized, in consideration of five shillings to them or one of them in hand also paid by the said *B. C.* and *D. E.* did as much as in them lay, and they lawfully might, ratify and confirm to the said *B. C.* and *D. E.* all and singular the said goods, wares, chattels, debts, sum and sums of money, and other things, and all the estate whatsoever and wheresoever, of and belonging to the said *J. R.* therein before ordered, bargained, sold, disposed, assigned and set over by the said *W. C.* party thereto; *To hold* to the said *B. C.* and *D. E.* their executors, administrators and assigns, *Upon trust* nevertheless to and for the use, benefit and advantage, of all the creditors of the said *J. R.* who had then already sought, or should thereafter in due time come in and seek relief by virtue of the said commission, according to the limitations and directions of the several statutes in that behalf made and provided, and to and for no other use, intent or purpose whatsoever. *And whereas* by an order of the present Lord High Chancellor of *Great Britain*, made on the ——— day of ——— instant founded upon the petition of ——— and ——— creditors of the said *J. R.* preferred to the said Lord Chancellor, his Lordship upon hearing the said petition read, and what was alledged by the counsel for the said petitioners, and by the consent of the counsel for the assignees, the said *B. C.* and *D. E.* did (among other things) *Order* that the said *B. C.* and *D. E.* at their desire should be discharged from being assignees of the said bankrupt's estate and effects, and that the major part of

the said commissioners named in the said commission, should cause due notice forthwith to be given and published in the *London Gazette*, appointing a time and place for the creditors of the said *J. R.* to meet in order to proceed to the choice of a new assignee or assignees, in the room of the said *B. C.* and *D. E.* and that the creditors of the said bankrupt who should be present at such meeting, should proceed to such new choice accordingly, and that after such choice the major part of the said commissioners should make and execute a new assignment of the estate and effects of the said bankrupt remaining unreceived and not disposed of, to such person or persons, who at such meeting should be chose to be such new assignee or assignees, and that the said *B. C.* and *D. E.* should join in the said assignment to the said new assignee or assignees: *And whereas* in pursuance of the said in part recited order, notice in the *London Gazette* of the — day of this instant was duly given, purporting that the commissioners intended to meet on — the — day of this instant, at three of the clock in the afternoon at *Guildhall, London*, in order to proceed to the choice of new assignees in the room of the said *B. C.* and *D. E.* *And whereas* the commissioners, parties to these presents, in obedience to and in pursuance of the said order, and likewise of the said notice so given in the *London Gazette* as aforesaid, met at the *Guildhall* of the city of *London*, this — day of — in order to chuse an assignee or assignees of the said bankrupt's estate and effects, and the major part of the creditors of the said *J. R.* then present, and who had proved their debts under the said

commission, and whose debts respectively amounted to ten pounds or upwards, did nominate, elect and choose, the said *A. F.* the sole assignee of the estate and effects of the said *J. R.* remaining unreceived and disposed of, in the room of the said *B. C. D. E.* as in and by the said several in par- cited indentures, order and proceedings, (then being thereunto had) may more fully Assignee : at large appear. *Now this indenture witnesseth* the said *B. C.* and *D. E.* in obedience to a pur- suitance of the said recited order, at consideration of the sum of ten shillin lawful money of *Great Britain*, to the hand paid by the said *A. F.* at or befor sealing and delivery of these presents, also in consideration of the covenants hereafter, on the part and behalf of the said his executors or administrators, cover- by him to be performed, by the consen- direction of the said commissioners, part these presents, testified by their being parties to and sealing and delivering h- *Have* ordered, bargained, sold, dispose signed and set over, and hereby *do* bargain, sell, dispose, assign and set unto the said *A. F.* his executors and administrators, all and singular the goods, chattels, debts, sum and sums of money all the personal estate whatsoever, of th- *J. R.* of which he was possessed or is unto, or which any other person or p- was or were possessed in trust for him time he became bankrupt, or at any since; and all the right, title, interest perty, claim and demand whatsoever, o the said *B. C.* and *D. E.* of in or same, or any part thereof, as assignees estate and effects of the said *J. R.* at

said commissioners; parties to these presents, Commis-
 being the major part of the said commissioners sioners ra-
 in and by the said commission named and au- tify and
 thorized, in consideration of five shillings to confirm.
 them or one of them, in hand also paid by the
 said *A. F.* Have ratified and confirmed, and
 by these presents *do*, as much as in them lie,
 and they lawfully may, ratify and confirm,
 unto the said *A. F.* All and singular the said
 goods, wares, chattels, debts, sum and sums of
 money, and other things, and all the estate
 whatsoever and wheresoever, of and belong-
 ing to the said *J. R.* herein before ordered,
 bargained, sold, disposed, assigned and set over
 by the said *B. C.* and *D. E.* parties hereto;
To have and to hold, ask, demand, sue for, re-
 cover, levy and receive the said goods, wares,
 chattels, debts, sum and sums of money, and
 other things, and all other the effects whatso-
 ever, of or belonging to the said *J. R.* hereby
 ordered, bargained, sold, disposed, assigned
 and set over, or hereby mentioned or intended
 so to be unto the said *J. R.* his executors,
 administrators and assigns. *Upon trust*, never-
 theless, to and for the use, benefit and advan-
 tage, of all the creditors of the said *J. R.*
 who have already sought, or shall hereafter
 in due time come in and seek relief by vir-
 tue of the said commission, according to the
 limitations and directions of the several sta-
 tutes in that behalf made and provided, and
 to and for no other use, intent or purpose
 whatsoever: *And* the said *A. F.* doth for him- Covenants,
 self, his heirs, executors and administrators,
 covenant, promise and agree, to and with the
 said commissioners, parties to these presents,
 and to and with every of them by these pre-
 sents, that he the said *A. F.* his executors,

part thereof, inall and will sell and on
the same, to and for the most and best v
can get for the same; *And further*, that
said *A. F.* his executors, administrato
assigns, shall and will from time to tin
at all times hereafter, upon reasonal
quest and notice to him given for th
pose, render and give unto the said c
sioners, parties to these presents, or th
part of the said commissioners in and
said commission named and authorized
the commissioners to be named and
rized in and by any renewed comi
which may be awarded against the sai
at such time and place as they shall :
a true just and perfect account in
under the hand of the said *A. F.* his ex
and administrators, of what and how
money or other satisfaction, he the sai
his executors or administrators, sha
had, recovered and received, by vi
means of this present deed of assignm
otherwise, out of the estate and effect
said *X. B.* and such money or other

newed commission, or the major part of them, or to such persons or persons as they shall appoint, to the end that the same or other satisfaction may be by them the said commissioners in and by the said commission named, and authorized, or the major part of them, ordered, disposed, distributed and divided, unto and amongst all and every the creditors of the said J. R. who have already sought, or shall hereafter in due time come in and seek relief by virtue of the said commission, according to the limitations and directions of the several statutes therein mentioned, proportionably and according to the several debts owing to them severally and respectively from the said J. R. And lastly, the said A. F. doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said commissioners, parties to these presents, their heirs, executors and administrators, that he the said A. F. his executors and administrators, shall and will from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified, the commissioners in and by the said commission named and authorized, or to be named and authorized in and by any renewed commission, their messengers, agents, and servants, and every of them; and also the said B. C. and D. E. their executors and administrators, and every of them, their and every of their bodies, lands, tenements, goods and chattels from touching or concerning all and all manner of action and actions, suits, arrests, troubles, costs, damages, and expences whatsoever which they or any of them shall sustain or be put unto, for or by reason of this present deed of as-

signment, or any other act or acts, thing or things lawfully done or executed by virtue of the said commission, or the said recited assignment, or their or any of their lawfully intermeddling in any of the estate of the said J. R. *In witness* whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above-written.

An assignment of a patent for the sole use of an invention for fourteen years.

Recital of
patent.

THIS indenture, made, &c. between A. B. of ——— of the one part, and C. D. of ——— of the other part. *Whereas* the said A. B. hath by his long study, expence and experience, invented a method of ——— by a new and useful engine never before known or used in this kingdom: *And whereas*, on representing the same to his present Majesty, his said Majesty by letters patent bearing date ——— hath given and granted unto the said A. B. his executors, administrators and assigns, and his and their deputy and deputies, servants and agents, special licence, full power, and lawful authority, to use, exercise and enjoy the said new invention, which he the said A. B. hath found out and attained as aforesaid, in or belonging to the kingdom of *England*, in such manner, according to such limitations, as to him the said A. B. his executors, administrators and assigns, or any of them shall be thought fit and convenient: *And that* he the said A. B. his executors, administrators and assigns, shall and may have and enjoy the sole benefit, profit and advantage from time to time coming, growing and

arising by reason or means of the said invention, during the term of fourteen years from the date of the said letters patent; *With* a prohibition to all persons whatsoever, other than the said *A. B.* his agents or assigns, to use the said invention or any thing thereto belonging; as in and by the said letters patent, inrolled in the high court of chancery, may more fully appear: *Now this indenture witnesseth*, That the said *A. B.* for and in consideration of the sum of ——— to him in hand paid by the said *C. D.* the receipt whereof is hereby acknowledged, hath granted, assigned and set over, and by these presents doth grant, assign and set over, unto the said *C. D.* his executors and administrators, the said letters patent, and all the right, title and interest of him the said *A. B.* of, in and to the new invention aforesaid, granted and secured by the aforesaid patent from his present Majesty as aforesaid; *To have and to hold the said letters patent and new invention with the benefit, profit and advantages thereof, to the said C. D. his executors, administrators and assigns, in as ample and beneficial a manner to all intents and purposes, as he the said A. B. by virtue of the said letters patent may or might have or hold the same, if this present assignment had not been made, for and during all the residue of the said term of fourteen years in the said letters patent mentioned. And the said A. B. doth by these presents constitute and appoint the said C. D. his assignee and grantee of and for the said invention, and the profits thereof, for the residue and remainder of the said term of fourteen years, granted by the patent abovementioned. And the said A. B. doth covenant to and with the said C. D. that he the said C. D. his execu-*

Assignment

Habendum

ASSIGNMENTS.

tors and administrators, shall and may by virtue of these presents have, take, and receive all profits and advantages whatsoever, that may or shall be made for or by reason of the new invention aforesaid; And that he the said *A. B.* his executors and administrators, shall and will do and execute, or cause or procure to be made, done and executed, all and every other act and acts, thing and things, device and devices, for the further, better, and more perfect assigning and assuring of the patent above-mentioned, and the right, title and interest of the said *A. B.* his executors, administrators and assigns, as he the said *C. D.* his executors, administrators or assigns, or his or their counsel learned in the law, shall advise and require. In witness, &c.

Assignment of a mortgaged term, in trust to attend the inheritance.

THIS indenture, tripartite, made, &c. between *A. B.* of, &c. (*the mortgagee*) of the first part, *C. D.* of &c. (*here the mortgagor*) of the second part, and *E. F.* of, &c. (*the purchaser of the freehold*) *G. H.* of, &c. and *J. K.* of, &c. (*the trustees*) of the third part. Whereas the said *C. D.* by indenture bearing date, &c. did, for the considerations therein mentioned, demise, lease, &c. (*the words used in the lease*) All that messuage, &c. situate, &c. (*as in the lease*) To hold to the said *A. B.* his executors, administrators and assigns, from the day of the date hereof, for and during the term of 500 years from thenceforth next ensuing, and fully to be complete and ended, at and under the yearly rent of one pepper corn if demanded; in which said indenture of lease was

ASSIGNMENTS.

11

lined a proviso or condition, for making the same upon payment of the sum of of lawful money of *Great Britain*, with interest for the same, unto the said his executors, administrators or assigns, he said *C. D.* his executors or administrators, at a certain day therein mentioned long since past, as in and by the said incited indenture, relation being therehad, may more fully appear: *And* as default in payment of the said sum of — with interest for the same, hath been by the said *C. D.* by means whereof the premises above-mentioned are becomeited to the said *A. B.* and his estate and est therein, during the residue and remainder of the said term of 500 years, is ne absolute in law: *And whereas*, upon account this day made up and stated between the said *C. D.* and *A. B.* there appears due unto him the said *A. B.* upon the said security of the said premises, the sum of, *£c.* for principal money and interest: *And whereas* the said *E. F.* hath lately acted with the said *C. D.* for the absolute nase of the fee simple and inheritance of nd singular the said premises above-mentioned, with the appurtenances, for the sum *£c.* and the said fee simple and inheritance of the premises are intended to be forth-granted and conveyed by the said *C. D.* and to the use of the said *E. F.* his and assigns: *Now* to the end that the term of five hundred years may be served, and kept on foot to attend and on the reversion and inheritance of said premises, to protect and defend the from all incumbrances subsequent to creation of the said recited term: *This*

ASSIGNMENTS.

indenture witnesseth, That the said *A. B.* for and in consideration of the aforefaid sum of, *&c.* (*the money due to the mortgagee*) to him in hand well and truly paid by the said *E. F.* (by and with the direction and consent of the said *C. D.* testified by his being a party to and signing and sealing of these presents,) the receipt whereof the said *A. B.* doth hereby acknowledge, and also in consideration of five shillings of like lawful money to the said *A. B.* in hand paid by the said *G. H.* and *J. K.* the receipt whereof he the said *A. B.* doth hereby likewise acknowledge, he the said *A. B.* by and with the direction and consent of the said *C. D.* testified as aforefaid, *Haib* granted, bargained, sold, assigned, transferred and set over, and by these presents, *Doth* grant, bargain, sell, assign, transfer and set over unto the said *G. H.* and *J. K.* (by the nomination and appointment of the said *E. F.*) all and singular the said messuages, lands, *&c.* above-mentioned, and every part and parcel thereof, with the appurtenances; and also all the estate, right, title, interest, claim and demand whatsoever of him the said *A. B.* of in and to the same and every part and parcel thereof, with the appurtenances; *To have and to hold* the said messuages, *&c.* and premises above-mentioned, and every part and parcel thereof, with the appurtenances, unto the said *G. H.* and *J. K.* their executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of 500 years above-mentioned yet to come and unexpired; *In trust* for the said *E. F.* his heirs and assigns, and such other person and persons to whom the freehold and inheritance of the premises shall appertain and belong, to pro-

Habendum

test and defend the same from all subsequent incumbrances. Covenant from *A. B.* that he hath not incumbered the premises. (See tit. COVENANTS.) *In witness, &c.*

An assignment of several bonds to a trustee for a widow, with consent of her intended husband, that the money may be at her disposal after marriage.

THIS indenture tripartite, made, &c. between *I. D.* of _____ of the first part, *S. G.* of _____ of the second part, and *O. W.* of _____ of the third part. *Whereas I. T.* Recital of bonds. did in and by one bond or obligation, bearing date the _____ become bound unto the said *S. G.* in the penal sum of 40*l.* with condition to be void on, the payment of 20*l.* on the _____ and also by one other obligation bearing date, &c. (*as before*): And whereas *E. T.* of _____ did likewise by one obligation, &c. (*as before*) And also by another obligation, &c. — as by the said recited obligations, relation being thereunto had, may more at large appear; which several principal sums of money on the several conditions of the above-recited obligation, amount in the whole to the sum of two hundred pounds, and are yet due and owing unto the said *S. G.* And whereas a marriage is shortly intended to be had and solemnized between the said *I. D.* and *S. G.* it is among other things agreed, that the said sum of 200*l.* principal money in the conditions of the said recited obligations mentioned, and the interest thereof, shall be disposed of in such manner as herein afterwards expressed: Now this indenture witnesseth,

ASSIGNMENTS.

Letter of
attorney.

Covenant
not to dis-
charge the
bonds.

that in pursuance of the said agreement the said *S. G.* with the consent of the said *I. D.* Hath granted and assigned, and by these presents *Doth* grant and assign unto the said *O. W.* the several writings obligatory before recited, and all and every the sum and sums of money upon them due or to become due. And the said *I. D.* and *S. G.* do hereby make, ordain, constitute and appoint the said *O. W.* his executors and administrators, their true and lawful attorney and attorneys irrevocable, for them and in their name or names, for the uses, intents and purposes herein after mentioned, to ask, demand and receive of and from the said *I. T.* and *E. T.* and either of them, their and either of their heirs, executors and administrators, the monies due on the said bonds, and on nonpayment thereof to sue for, recover and receive the same, and on payment thereof to deliver up and cancel the said bonds, and give sufficient releases and discharges for the same, and one or more attorney or attorneys under him to constitute; and whatsoever the said *O. W.* or his attorney, shall lawfully do in the premises, the said *I. D.* and *S. G.* do hereby allow and confirm. And the said *I. D.* and *S. G.* do covenant and promise with the said *O. W.* that they or either of them shall not nor will receive the monies due on the said bonds, or any part thereof, neither shall or will release or discharge the same or any part thereof, nor any action, suit, judgment or execution thereon, or for the same or any part thereof, to be had, brought, prosecuted or obtained, without the special licence or consent of the said *O. W.* his executors or administrators therein or thereunto first had and obtained in writing, or the rule, order or decree of some

court of law or equity. *And also, &c. (adding a covenant for further assurance; vide tit. COVENANTS.)* *Provided always*, and upon this special trust and confidence, and to this intent and purpose, that the said *O. W.* his executors and administrators, shall pay unto the said *S. G.* so much money as the said *O. W.* shall receive for the interest or proceed of the said 200*l.* during so long time as the said *I. D.* and *S. G.* shall cohabit together. *And* the said *I. D.* for himself, his heirs, executors and administrators, doth hereby further covenant and grant to and with the said *O. W.* in manner following, (to wit) That the whole interest or proceed of the said 200*l.* which the said *O. W.* his executors or administrators shall as aforesaid from time to time and at all times receive, he the said *O. W.* his executors or administrators, shall pay to the said *S. G.* as a *feme sole*; *And* the said *S. G.* is hereby authorized and empowered to receive and take the same, and fully to discharge the said *O. W.* his heirs, executors and administrators, and every of them, by her acquittance or otherwise, with or without the consent of the said *I. D.* as if she were a *feme sole*, and all the residue of the interest of the said 200*l.* together with the said principal sum, to give to such person or persons as she the said *S. G.* by any writing under her hand and seal, with or without her said intended husband, or by her last will and testament in writing shall direct or appoint: and for want of such direction and appointment, to the executors and administrators of the said *S. G.* *Provided also*, and it is agreed by and between all the said parties to these presents, that if the said *O. W.* his executors or administrators shall receive any part of the said principal

Proviso for trustee to pay the interest of the bonds to the wife.

Covenant that trustee shall pay the wife, as a feme sole, and she to give acquittances.

Proviso that trustee shall lend out such

part of the
premises as
he may re-
ceive, &c.

sum of 200*l.* then he or they shall lend the same again at interest, to such person persons and on such security, as the said *S.* by writing under her hand and seal, without the said *I. D.* shall direct; that the said *O. W.* his executors or administrators shall not be chargeable to answer interest or profit of the said 200*l.* or so much thereof as shall remain in his or their hands, in default of such direction; also that notwithstanding any thing before these presents contained, it shall and may be lawful to and for the said *O. W.* his executors and administrators, out of any interest money by him or them to be received in virtue of these presents, to reimburse and repay to him and themselves all such sums of money, as he or they shall necessarily expend or lay out by reason of any suits or actions in law touching the premises, not occasioned by any breach of trust by the said *O. W.* his executors or administrators. witness, &c.

*An assignment by way of mortgage of
indenture of a lease of a messuage
of the mayor, &c. of London.*

Recital of
a lease of a
messuage,
&c. of
London for
a term of
years.

THIS indenture made, &c. between *N.* citizen and weaver, of *London*, of the one part, and *I. E.* of &c. stable-keeper, of the other part. *Whereas* by indenture of bearing date, &c. made or mentioned to be made between the mayor and commonalty and citizens of *London*, governors of the hospital of *St. Thomas*, revenues and goods of the hospital of *Christ, Bridewell*, and *Saint Thomas the Apostle*

the one part, and the said *N. P.* of her part, the said mayor, commonalty citizens, for the considerations therein contained, did demise unto the said *N. P.* that new built brick messuage or tenement with the appurtenances, situate, lying being, &c. in the tenure or occupation of the said *N. P.* his undertenants or assigns, with all rights, ways, easements, courses and commodities whatsoever, to and thereby demised messuage or tenement belonging, or therewith of right used and enjoyed, except the lights on the east side of the said messuage; *To hold* to the said *N. P.* Habendum Executors, administrators and assigns, from the then last past unto the full end and term of years &c. from thence next ensuing, and fully complete and ended, under the yearly rent of &c. payable quarterly, as by the said recited indenture of lease, amongst divers covenants, clauses and agreements therein contained, relation being thereunto had, may more fully and at large appear: *Now this indenture witnesseth*, That the said *N. P.* for and in consideration of the sum of, &c. of lawful money of *Great Britain*, to him in hand well and truly paid, at or before the sealing and delivery hereof presents by the said *I. E.* the receipt, &c. granted, assigned and set over, and by these presents *Doth* grant, assign and set over unto the said *I. E.* as well the said recited indenture of lease, Assignment of the said lease. and the said new built brick messuage or tenement, now in the tenure or occupation of, &c. and all and singular other the premises in or by the said recited indenture of lease demised, or meant, mentioned or intended to be demised, with their and every their appurtenances, (except as therein is excepted) as also all the estate, right, title,

Habendum
for the resi-
due of the
term.

Proviso,
this inden-
ture to be
void on
payment of
several
sums of
money, &c.

Covenant
that the as-
signor will
pay the
money;

interest, term of years to come and unexpired, property, profit, claim and demand whatsoever, of him the said *N. P.* of, in or to the same, or any part or parcel thereof; *To have and to hold* the said recited indenture of lease, and the said messuage or tenement, and all and singular other the premises herein before-mentioned, or intended to be hereby granted or assigned, with their and every of their appurtenances, unto the said *I. E.* his executors, administrators and assigns, from henceforth for and during all the rest and residue of the said term of, &c. in and by the said recited indenture of lease granted, yet to come and unexpired. *Provided. always,* and these presents are upon this condition, nevertheless, that if the said *N. P.* his executors, administrators or assigns, do and shall well and truly pay or cause to be paid unto the said *I. E.* his executors, administrators or assigns, the full sum of, &c. of lawful money of *Great Britain* in manner following; that is to say, the sum of ——— on the ——— day of ——— next ensuing the date hereof, and the sum of ——— on ——— then next following, without any deduction or abatement for or in respect of any taxes, rates, charges, assessments, impositions or duties whatsoever, taxed, laid, assessed or rated, or to be taxed, laid, assessed or rated, by authority of parliament or otherwise howsoever; that then and from thenceforth, this present indenture and every covenant, clause, article, matter and thing herein contained, shall cease, determine and be utterly void, and of none effect to all intents and purposes. *And* the said *N. P.* for himself, his heirs, executors and administrators, doth covenant, promise and grant, to and with the said *I. E.* his

executors, administrators and assigns, by these presents, in manner and form following, that is to say, That he the said *N. P.* his heirs, executors and administrators, or some of them, shall and will well and truly pay or cause to be paid unto the said *I. E.* his executors, administrators or assigns, the said sum of, &c. of lawful money of *Great Britain*, at the several days or times above-mentioned for the payment thereof, and according to the true intent and meaning of the said proviso or condition, without any deduction or abatement as aforesaid; *And* that he the said *N. P.* his heirs, executors or administrators, shall and will from time to time and at all times hereafter, until the said sum of ——— shall be fully paid and satisfied to the said *I. E.* as aforesaid, bear, pay and discharge all and all manner of taxes, rates and assessments whatsoever, which shall be laid, taxed, rated or assessed thereupon, or on any part thereof, or upon the said *I. E.* his executors, administrators or assigns, for or in respect thereof, or of any part thereof, by the authority of parliament or otherwise howsoever; *And also* save harmless and keep indemnified the said *I. E.* his executors, administrators and assigns, of and from all actions, suits, penalties, forfeitures, costs, charges and damages, which shall or may be brought, commenced, incurred, forfeited, arise or happen, for or by reason of the nonpayment of such taxes, rates or assessments, in any wise howsoever; *And also* that the said recited indenture of lease, at the time of the sealing and delivery of these presents, is a good, sufficient and effectual lease in the law, whereby to hold and enjoy the said hereby assigned premises, for and during the remainder of the said term

and till
payment
pay all
manner of
taxes.

and save
the assignee
harmless.

Covenant
that said as-
signed in-
denture is
good,

therein granted, and now is and stands in full force and effect, unforfeited, unsundered, and in no wise impeached or made void; *And* that he the said *N. P.* hath in himself full power, good right, true title, and lawful and absolute authority, to grant and assign the said recited indenture of lease, and other the premises unto the said *I. E.* his executors, administrators and assigns, in manner and form aforesaid; *And* that it shall and may be lawful to and for the said *I. E.* his executors, administrators, or assigns, or any of them, immediately from and after any breach or default shall happen to be made in the proviso or condition aforesaid, to enter into and upon the said messuage or tenement and premises hereby granted or assigned, and every part or parcel thereof with the appurtenances, and the same from thenceforth, under the rents, covenants, conditions and agreements in the said recited indenture of lease reserved and contained, to have, hold and enjoy, and the rents, issues and profits thereof, and every part or parcel thereof, to his and their own proper use and behoof to have, receive and take, for and during all the residue and remainder of the said term of ——— by the said recited indenture of lease granted, which shall be then to come and unexpired, without any let, suit, trouble, hindrance, molestation, interruption or disturbance whatsoever of or by the said *N. P.* his executors or administrators, or of or by any other person or persons whatsoever. *And further* that the said recited indenture of lease, messuage or tenement, and all and singular other the premises, with the appurtenances herein before mentioned, or intended to be hereby granted and assigned,

and that
assignor
hath power
to assign.

In default
of payment
assignee to
enjoy the
premises.

That the
said recited
lease is free
from in-
cumbrances
&c.

now are and be, and so from henceforth for and during all the residue and remainder of the said term of ——— by the said recited indenture of lease hereby granted, yet to come and unexpired, shall remain, continue, and be unto the said *I. E.* his executors, administrators and assigns, free and clear, and freely and clearly exonerated and discharged, or otherwise by him the said *N. P.* his heirs, executors and administrators, well and sufficiently saved, defended, kept harmless and indemnified of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, assignments, mortgages, surrenders, forfeitures and re-entries, cause and causes of forfeiture and re-entry, penalties, rents, arrearages of rents, judgments, extents, executions, and of and from all other estates, charges, titles and defects in title, troubles and incumbrances whatsoever, had, made, committed, done or suffered by the said *N. P.* or by any other person or persons whatsoever; the rents and covenants in the said recited indenture of lease reserved and contained, which from and after any such breach or default in payment of the money, according to the proviso or condition aforesaid, shall grow due and on the tenants and lessees part and behalf to be paid and performed; *And also* one indenture of lease bearing date, &c. made by the said *N. P.* to, &c. of the hereby assigned premises under the yearly rent of, &c. (which rent, from or after such breach or default shall happen as aforesaid, shall become due and payable to the said *I. E.* his executors, administrators and assigns,) only excepted

Except from the covenants in the said lease contained; and one other indenture of lease, &c.

VOL. I. H

Covenant
in default
of payment
to make
further af-
surance,
&c.

and foreprized. *And further*, that the said *N. P.* his executors and administrators, and all and every other person or persons having or claiming, or which shall or may have or claim, any manner of estate, right, title or interest whatsoever, of, in or unto the said messuage or tenement, and premises or any part thereof, shall and will, at any time or times after breach or default shall happen to be made in payment of the said sum of, &c. or any part thereof, in manner aforesaid, upon the reasonable request of the said *I. E.* his executors, administrators, or assigns, make, do, acknowledge, execute and suffer, or cause and procure to be made, done, acknowledged, executed and suffered, all and every such further and other lawful and reasonable act and acts, thing and things, deeds, grants, releases, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute conveying, assuring, corroborating and confirming of the said recited indenture of lease, and the said messuage or tenement and premises herein before mentioned, or intended to be hereby granted and assigned, and every part and parcel thereof, with their and every of their appurtenances, unto the said *I. E.* his executors, administrators and assigns, for and during all the residue and remainder, which shall be then to come and unexpired of the said term of, &c. hereby assigned, as by the said *I. E.* his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required. *And* the said *I. E.* for himself, his executors, administrators and assigns, doth covenant, promise and agree, to and with the said *N. P.*

Covenant
that the as-
signor shall
enjoy till
such de-
fault shall
happen.

his executors, administrators and assigns, and to and with every of them, by these presents in manner and form following, that is to say, That he the said *N. P.* his executors, administrators and assigns shall, and lawfully may, peaceably and quietly have, hold and enjoy, the said messuage or tenement and premises, with the appurtenances, hereby granted and assigned, and receive and take the rents, issues, and profits thereof, to his and their own proper use and behoof, until default or breach shall happen to be made of or in payment of the said sum of, *£c.* or some part thereof, without any lawful let, suit, trouble, denial, molestation, interruption or disturbance of or by the said *I. E.* his executors, administrators, or assigns, or any of them, and without any account to be made or given to him or them touching and concerning the same. And that upon the full payment, satisfaction and discharge of the said sum of, *£c.* and of all taxes and assessments that shall be set thereupon, or upon the said *I. E.* his executors, administrators or assigns in respect thereof, according to the proviso or condition aforesaid, and the true intent and meaning of these presents, he the said *I. E.* his executors, administrators or assigns, shall and will at any time afterwards, upon the reasonable request, and at the proper costs and charges of the said *N. P.* his executors, administrators or assigns, deliver up that part of this present indenture, which is under the hand and seal of the said *N. P.* to be cancelled and made void, or otherwise re-assign or re-convey all the estate, right, title and interest of him the said *I. E.* his executors, administrators or assigns, of, in or to the said

Covenant
that af-
signee shall
re-assign on
payment of
the money,
&c.

ASSIGNMENTS.

hereby assigned premises, unto the said *N. P.* his executors, administrators or assigns, or to such other person or persons, as he or they shall by writing under his or their hand and seal, direct and appoint, and likewise deliver up to him or them the said recited indenture of lease, and the counter-part of the said excepted lease made by the said *N. P.* to the said *&c.* freed and discharged from all incumbrances. *In witness, &c.*

An assignment of indentures of apprenticeship by the executor of a deceased master.

Recital of
former ar-
ticles.

THIS indenture, made, *&c.* between *C. J.* of *Vintage-street*, in the city of *Gloucester*, linen-draper, executor of the last will and testament of *D. R.* late of the same place, haberdasher, deceased, of the first part, *C. D.* of *London*, gent. and *B. D.* his son, of the second part, and *P. T.* of *Wiley-street*, in the city of *Gloucester* aforesaid, of the third part. *Whereas* the said *B. D.* did of his own free will, by and with the advice and consent of the said *C. D.* his father, by certain indentures of apprenticeship, bearing date on or about the twelfth day of February, which was in the year of our Lord, one thousand seven hundred and ninety-six, put and bind himself apprentice to the said *D. R.* to be taught and instructed in the art, trade or business of a brazier, which the said *D. R.* then used; and to serve the said *D. R.* after the manner of an apprentice from thenceforth, for and during and unto the full end and term of seven years from thence next ensuing,

ully to be complete and ended, as in and
e said indentures may, reference being
o had, more fully appear. *And whereas* Recital of
id *D. R.* departed this life, on or about master's
ghteenth day of July last past, having death
uly made and published his last will And of his
estament in writing, and thereby ap- will.
ed the said *C. J.* sole executor thereof,
and by the said will may appear. *And*
as the said *B. D.* at the time of the death
said master, had served four years and
rds of his said term of seven years, for
he was bound as afore said. Now this
ture witneffeth, that in order that the
B. D. may serve out the remainder and
term of his said apprenticeship, and be
taught in the said art, trade or business
brazier, according to the purport and in-
of the said recited indenture. He the
C. J. at the request of the said *B. D.* and
d with the advice and approbation of the
B. D. his father, testified by their being
s to, and sealing and delivering these
nts, hath, and by these presents doth
and absolutely grant, assign and set over Assignment
P. T. of *Wiley-street*, in the said city of
fter, brazier, all the right, title, interest,
service, term of years, and demand
soever, which he the said *C. J.* hath, or
r may lawfully have in or to the said
under or by force or virtue of the said
d indenture of apprenticeship, as being
tor of the said *D. R.* deceased, or other-
nowsoever. *And moreover* the said *C. J.* Covenant
by these presents covenant, promise, and from assign-
to and with the said *P. T.* his execu- or-
administrators and assigns, that notwith-
ing any matter or thing by him the said

Covenant
from assign-
ee.

all his lawful commands during the said term, he the said *C. D.* finding and providing for the said *B. D.* his son, sufficient wearing apparel of all sorts fitting for such an apprentice, and the said *P. T.* for himself, his executors and administrators, doth hereby covenant, promise, grant, and agree to and with the said *C. D.* his executors and administrators, that he the said *P. T.* shall not only suffice to teach and instruct, or cause to be taught and instructed, to the best of his abilities and skill, his said apprentice in the said art, trade or business of a brazier, which he now uses and exercises, also shall and will find and provide for the said apprentice meat, drink, washing and lodging, meeting and conveniences for such apprentice during the said term of three years, residue and remainder of the said term of seven years as aforesaid. *In witness, &c.*

An assignment of articles of clerkship.

of November, which was in the year of our Lord, one thousand seven hundred and ninety-six, and made or mentioned to be made, between the said *E. S.* of the first part, the said *J. S.* of the second part, and *G. P.* therein described to be of *Wilborough*, in the county of *Somerset*, gent. of the third part, the said *E. S.* did covenant that the said *J. S.* should serve the said *G. P.* as his clerk, for the term of five years from thence next ensuing, and the said *G. P.* did for the considerations therein mentioned, thereby covenant with the said *E. S.* that he would find and provide the said *J. S.* during the said term, sufficient meat, drink, washing and lodging, and also inform and instruct him in the profession, business, and practice of an attorney and solicitor in his Majesty's courts at *Westminster*, as in and by the same articles on reference being thereto had, will more fully appear. And whereas the said *J. S.* has served with the said *G. P.* two years of his said clerkship, and it has been agreed between the parties to the said recited indenture, that he shall now be assigned for the remainder of the said term of five years unto the said *P. P.* Now this indenture witnesseth, that in consideration of the covenants and agreements hereinafter mentioned, and other considerations the said parties thereunto moving, the said *G. P.* hath, and by these presents doth, at the request, by the direction, and with the approbation, as well of the said *E. S.* as of the said *J. S.* assign, transfer, and set over unto the said *P. P.* his executors and administrators, as well the said recited articles, and all benefit and advantage whatsoever, to be had therefrom or thereof made; and also all and all manner of

Assignment

Covenant
for instruc-
tion

interest, property, profit, advantage, claim and demand whatsoever, of the service of him the said *J. S.* during the residue and remainder now to come of the aforesaid term of five years, by force, virtue or means of the said recited articles, or otherwise howsoever. And the said *P. P.* doth hereby for himself, his executors and administrators, covenant, promise and agree to and with the said *E. S.* and also to and with the said *J. S.* their respective executors and administrators, in manner following: that is to say, that he the said *P. P.* shall and will at all times during the remainder of the said term of five years, instruct and inform in the best manner in his power the said *J. S.* as his clerk, in the business or profession and practice of an attorney and solicitor in his majesty's courts at *Westminster*, and all other courts which he the said *P. P.* now useth, or shall at any time during the said term use or practise, and in all the modes, methods and reasons thereof. And further, that he the said *P. P.* his executors administrators or assigns, shall and will from henceforth, at his and their charge, find allow and provide the said *J. S.* competent and sufficient meat, drink, washing and lodging, during all the residue now to come of the said term of five years; and thereof and therefrom save, keep harmless and indemnified, as well the said *G. P.* as also the said *E. S.* their respective executors and administrators. And also that he the said *P. P.* his executors, administrators or assigns, shall and will well and truly pay to the said *J. S.* during the last two years of the said term of five years, the annual sum of twenty pounds, clear of all deductions and abatements whatsoever, for and towards his travelling and other ex-

pences, and for finding him in cloaths and other necessaries; the said sum of twenty pounds to be paid to the said *J. S.* by even half yearly payments, at Lady Day and Michaelmas in every year. *And lastly*, each of them the said *G. P.* and *P. P.* doth hereby for himself severally covenant with the said *E. S.* that they the said *G. P.* and *P. P.* at the request, costs and charges of the said *E. S.* at any time after the expiration of the said term of five years, shall and will make several affidavits of the respective times of service of him the said *J. S.* with the said *G. P.* and *P. P.* and also do every other lawful act for the getting him the said *J. S.* to be admitted as an attorney, in either of his Majesty's courts at *Westminster*, as shall be needful and requisite for that purpose. *In witness, &c.*

Covenant to procure clerk's admission.

Of A W A R D S.

AN *Award* is the decision of arbitrators, or of an umpire, concerning any matter referred to their or his determination; and the question in controversy is as fully determined, and the rights of the parties as completely settled, or transferred, by an award, as it would have been by the mutual and express agreement of the parties, or the decision of a Court of Justice; for by 9 & 10 *Will. 3. c. 15.* it is

enacted for the encouragement of this able mode of settling disputes, (particular matters of account and other mercantile actions) that "all merchants and *others* desire to end any controversy suit or quarrel for which there is no other remedy than personal action, or suit in Equity, may agree their submission to arbitration or umpirage may be made a rule of any of the Courts of Record, which agreement proved upon oath, by one of the witnesses thereto, the Court shall make a rule upon such submission and award shall be conclusive, unless the same shall be set aside for corruption or misbehaviour in the arbitrator or umpire, within one term after the award made," and see 2 *Bur.* 701. *Stra.* 301. 2 *Rep.* 644, 781. 3 *ib.* 138. 4 *ib.* 146.

There are few things which may be referred to arbitration; but *personal* and *uncertain* obligations are said to be the most proper subject of arbitrament, see *Abr.* 10, 240. *Cro. Eliz.* 223. For the right of *real* property cannot pass by a mere *award*. 1 *Ld. Raym.* 115. which subtilty in procedure, (for it is now, Sir William Blackstone observes, reduced to nothing else) originates from principles of the feudal policy, 'if this had been permitted, the land might

Of AWARDS.

18

been alienated collusively without the consent of the lord." 3 *Com.* 15. but there is no doubt that an arbitrator may now award a conveyance or a release of *land* as well as of other matters; and if there be a bond or specialty conditioned, which is usually the case, for performance of the award, it will be forfeited by non-performance, and an action may be commenced upon it. See 1 *Roll. Abr.* 244. *Dyer.* 242. ^b *Bac. Abr.* "AWARD."

And it is to be remarked, that in respect to matters of arbitration, there is not the same disability, on account of imbecility of understanding, or of volition, as we have before observed in regard to other legal acts, for every person submitting his cause to arbitration, has a right to elect who shall be his judges, and use his own discretion in the choice of them. Therefore infants, married women, &c. may be arbitrators equally as others, and no objection can afterwards be taken to their incapacity. *Salk.* 73. 3 *Chan. Rep.* 76. 1 *Vern.* 157. 2 *ib.* 251, 485, 514. 2 *Str.* 1178.

See further as to the nature and effect of awards, and other matters relating to them. 2 *Pow. Wood.* 1. *Kyd.* *Awards*, *passim*.

An award that one party shall pay money unto the other, and convey land. All suits to cease. Parties mutually to give general releases.

*T*O all to whom these presents shall come, *A. A.* of ——— *C. C.* of ——— and *D. D.* of the same parish ——— send greeting. *Whereas* divers suits, disputes, controversies and differences have happened and arisen, and are now depending between *E. E.* of ——— and *F. F.* of ——— for pacifying, composing and ending whereof the said *E. E.* and *F. F.* have bound themselves each to the other in the penal sum of 500*l.* of lawful money of *Great Britain*, by several bonds or obligations bearing date ——— last past, before the date hereof, with condition thereunder written to stand to, obey, abide, perform and keep the award, order, arbitrament, final end and determination of the said *A. A.* *C. C.* and *D. D.* arbitrators indifferently named, elected and chosen, as well on the part and behalf of the said *E. E.* as of the said *F. F.* to arbitrate, award, judge and determine of and concerning all and all manner of action and actions, cause and causes of action, suits, bills, bonds, judgments, executions, extents, quarrels, controversies, trespasses, damages and demands whatsoever at any time or times thentofore had, made, commenced, sued, prosecuted or depending by or between the said parties, or either of them, so as the said award should be made in writing under the hands and seals of the said arbitrators, or any two of them, ready to be delivered unto the said parties on or before

the twenty-second day of this instant *January*, is by the said obligations and conditions thereof it doth and may appear: *Now know ye*, that the said *A. A. C. C.* and *D. D.* taking upon them the charge and burden of the said award, and having deliberately heard the allegations and proofs of both the said parties, do by these presents arbitrate, award, order, decree and adjudge of and concerning the premises in manner and form following; that is to say, *First*, they do award, order, decree and adjudge, that the said *F. F.* or his heirs, shall do, and on or before the twelfth day of — next ensuing the date hereof, make and execute a good and sufficient conveyance and settlement (in case the same be not already done) of such part of a certain farm sometime in the possession of *G. G.* situate in the parish of *L.* in the county of *Berks*, as is freehold and not copyhold, pursuant and according to the true intent and meaning of certain articles of agreement, bearing date on or about the fifteenth day of — which was in the year of our Lord 1796, and made or mentioned to be made between the said *F. F.* of the one part, and the said *E. E.* of the other part, or as near the same as the present circumstances will admit. *And also* the said arbitrators do further award, decree and adjudge, that the said *F. F.* his executors or administrators, shall and do, on or before the said twelfth day of — next ensuing the date hereof, pay or cause to be paid unto the said *E. E.* his executors or administrators, at or in the now dwelling-house of the said *E. E.* in — aforesaid, the sum of fifty pounds of lawful money of *Great Britain*, in full payment, discharge and satisfaction of and for all monies, debts, duties, due or

the said *E. E.* and *F. F.* for any
cause or thing whatsoever arising o
pening at the time of or before their e
into the said bonds of arbitration, tha
henceforth cease and determine, and
further prosecuted or proceeded in by
or either of them, or by their or ei
their means, consent or procurement
lastly, the said arbitrators do hereby
award, order, adjudge and decree, th
said *E. E.* and *F. F.* shall and do, wit
space of two days next ensuing the
this present award, seal and execut
each other mutual and general release
actions, cause and causes of action, sui
troverfies, trespasses, debts, duties, da
accounts, reckonings and demands
ever, for or by reason of any matter
or thing whatsoever, from the begin
the world to the day of the date of t
bonds of arbitration as aforesaid. *In*
whereof the said arbitrators to both
this present award indented have se
hands and seals this _____ day of —

Another, by two arbitrators.

TO all to whom these presents shall come,
J. S. of the *Middle Temple, London, Esq;*
 and *J. A.* of ——— send greeting. *Whereas* by
 an order of his Majesty in council, bearing
 date the ——— day ——— last past, made upon
 hearing the petition of *A. R.* of ——— com-
 plaining of an order made by *W. P.* late
 commander of the island of ——— by which
 the said *A. R.* had very much suffered in the
 sale of the royal tithes which he had taken to
 farm in the said island, and that upon an ac-
 cusation of having disobeyed the said order in
 the disposal of a small quantity of tithe corn
 contrary to the said order, the said *W. P.* had
 committed the said *A. R.* to prison, and put
 him under confinement; and by an order or
 sentence of the ——— day of ——— made
 by the said *W. P.* with his assessors, had con-
 demned the said *A. R.* to pay a fine of one
 hundred livres, and to be banished the said
 island for two years: His Majesty, with the
 advice of his council, did order that the said
 sentence of the ——— day of ——— made by the
 said *W. P.* then commander of the said island,
 should be reserved and set aside, and the said
 fine be restored; and it was thereby declared
 that the said sentence was oppressive, and ex-
 tremely severe, and that the said petitioner
 ought to have satisfaction made him for what
 he suffered by the said sentence. *And whereas,* Recital of
 for the settling the said damages, and making arbitration
 a full recompence and satisfaction to the said bond.
A. R. for what he had suffered by means of
 the said *W. P.*'s said proceedings against him,
 and for the ending and determining all mat-

Award.

ters in difference between them, the said *W. P.* by the name of *W. P.* late commander in the island of ——— now in *London*, Esquire, and the said *A. R.* by the name of *A. R.* of the said island of ——— now in *London*, doctor of laws, did on the ——— day of ——— enter into mutual bonds or obligations to each other to stand to and abide the award, final end and determination of us the said *J. S.* and *J. A.* of and concerning all actions, suits, judgments, quarrels, controversies, damages and demands whatsoever between them, so as such award was made by us in writing under our hands and seals on or before the ——— day of ——— *Now know ye*, that we the said *J. S.* and *J. A.* having heard both the said parties, and examined into the damages and costs the said *A. R.* has sustained by the said sentence, and the satisfaction he ought to have for what he has suffered by means thereof, and having considered all matters in difference between the said parties, *Do* make and publish this our award, final end and determination between the said parties, of and concerning the said premises to us referred; *And* do hereby order, adjudge and award, that the said *W. P.* his heirs, executors or administrators, shall on ——— the ——— day of ——— at the hour of eleven in the forenoon, at the ——— pay or cause to be paid unto the said *A. R.* his executors or administrators, the sum of five hundred pounds of lawful money of *Great Britain*, and that on payment thereof the said *W. P.* and *A. R.* shall seal and execute mutual general releases to each other of all controversies, actions, suits, accounts, judgments and demands whatsoever, from the beginning of the world to the day of the date of the said obligations. *In witness, &c.*

A nomination of an umpire by arbitrators, appointed by an order of the court of Chancery.

TO all to whom these presents shall come.
Whereas by an order of the lord high chancellor of *Great Britain*, bearing date the 13th day of *March* 1740, in a cause then depending in the high court of Chancery, wherein *F. G. T. W.* and *C. D.* were complainants, and *T. B. J. W.* and *R. N.* were defendants, it was then ordered by the said lord high chancellor in court, as between the plaintiffs and defendants *B.* and *W.* that all matters in difference between the said parties in this cause should be referred to the award and determination of *J. C.* of ——— and *T. S.* of ——— that they should make their award therein on or before the first day of *Trinity* term then next; and in case they should not agree in opinion, that they should name an umpire, who should make umpirage on or before the first day of *Michaelmas* term then next: *And whereas* the said *J. C.* and *T. S.* have considered of the said matters in difference, and have heard what each party had to offer and alledge on his behalf, but do not agree in opinion in relation to the said matters in difference, so as to be able to make an award between the said parties: *You know ye*, that in pursuance of the power and direction aforesaid, in respect to the naming an umpire in the said matters, we the said *J. C.* and *T. S.* have elected, nominated and appointed, and do hereby elect, nominate and appoint *R. H.* of ——— one of the masters of the high court of Chancery,

to be umpire between the said parties in relation to the matters in difference between the said parties in the cause aforesaid. *In witness* whereof, we the said *J. C.* and *T. S.* have hereunto set our hands and seals the ——— day of ———

An award by an umpire.

TO All to whom these presents shall come, I *J. K.* of ——— send greeting. *Whereas* divers suits, variances controversies, strifes and debates have been, and yet are depending between *R. D.* of ——— and *M. C.* of ——— for the appeasing, pacifying, ordering and determining whereof the said *R. D.* and *M. C.* have submitted themselves, and are become bound each to the other by their several obligations dated the ——— in the sum of ——— with conditions thereunder written, to stand to, obey, abide, observe, perform, fulfil and keep the award, order, final end, arbitrament and determination of *J. F.* and *R. R.* arbitrators indifferently elected and chosen, as well on the part and behalf of the said *R. D.* as on the part and behalf of the said *M. C.* to award, order, arbitrate, determine and judge of and concerning all and all manner of actions, suits, judgments, executions, accounts, reckonings, trespasses, controversies and demands whatsoever, had, made, moved, stirred and depending between the said *R. D.* and *M. C.* from the beginning of the world until the day of the date of these presents; so always as the said award, arbitrament, determination and judgment of them the said *J. F.* and *R. R.* for and concerning the premises, should be made and put in

writing under their hands and seals on or before the ——— and if the said arbitrators should not make their said award in writing aforesaid on or before the said ——— then the said parties were to stand to, obey, abide, observe, perform and keep the award, umpirage, final end and judgment of me the said J. K. umpire, indifferently chosen between the said parties for ending the differences aforesaid, so as my said award and umpirage was made in writing under my hand and seal, ready to be delivered to the said parties at, &c. as by the said several obligations and conditions thereof, relation being thereunto had, may more fully and at large appear: *And whereas* the said J. F. and R. R. did not make their award between the parties by the time limited by the said bonds of arbitration as abovementioned, whereby the composing, pacifying and ordering the said differences, and matters and disputes, depends wholly upon me: *Now know* ye, that I the said J. K. having taken upon me the charge and business of the said award, and being willing to set the said parties at peace and concord, by making a final end of the controversies between them, and having by good advice and deliberation heard and examined the titles, allegations and proofs of both the said parties concerning the said premises in dispute, do with the consent of both the said parties, make, publish, declare and deliver this my award concerning the said premises in manner and form following, to wit, *First*, I finally award, judge and determine, that, &c. *Secondly*, &c. *In witness*, &c.

Of BARGAIN and SALE.

THIS species of conveyance (at least in respect of its present operation) was introduced by the statute of uses (27 Hen. 8. c. 10), upon which its efficacy is founded. By this statute it is provided “ that when any person shall be seized to the use, trust or confidence of another, the person entitled to the use, &c. shall from thenceforth stand and be seized or possessed of the land, &c. upon which such use attaches, in the same manner as they were before seized of the use, trust or confidence :” the use is thus transferred into possession, and the possession carried to the use, by which means the *cestui que use*, or person to whom the use is conveyed, becomes absolute owner of the lands and tenements out of which such use is created.

A bargain and sale may be defined to be a real contract whereby one person for a valuable consideration bargains and sells land, &c. to another : this amounting at law to a contract to convey the land so sold, the bargainor becomes a trustee for, or seized to the use of, the bargainee, and the statute com-

letes the purchase by transferring the possession.

But as this mode of conveying land was destitute of that notoriety of transfer which was required at common law, it was enacted by 27 Hen. 8. c. 16, (to prevent clandestine conveyances of freeholds) that such bargains and sales should not enure to pass an estate of freehold of inheritance, unless the same be made by indenture and be enrolled within six months after the date thereof either in one of the courts at Westminster, or before the Custos Rotulorum, and two justices of the peace, or the clerk of the peace, and such custos rotulorum or justices, of the county where the lands lie. This act however restraining the operation of the statute, only as to estates of freehold and inheritance, bargains and sales for a term of years are not affected by it, and therefore not subject to these formalities.

If the bargainor be in possession, this is an easy and safe mode of conveyance, but not otherwise, for it will not operate like a feoffment to purge a disseisin; (2 Inst. 672.) unless indeed entry be in like manner made, and the deed sealed on the land:—Cro. Eliz. 446, 483.

As the basis of this deed is the use, it follows that it cannot be made by one incapable of being seized to a use, as an alien.—1 Co.

Of BARGAIN AND SALE.

126^a, 133^b. But whether an alien can bargain and sale, so as to pass it to th
(for indisputably he cannot *hold*) seems do
—See *Stiles* 20. *Godb.* 275. *Gilb. Uses*,

A corporation cannot take by this de
cause although composed of natural
it is in itself an artificial body created
particular purpose and endowed with
capacity only to that extent; it is theref
capable of a *personal* confidence and p
which is the basis of an use, as an use is
bargain and sale.—See 1 *Bac. Abr.* 5
Co. 34. But this reasoning does not ap
a corporation's *taking* an use.—1 *Bac*
275. 10 *Co.* 34.

There must be a consideration in *m*
support a bargain and sale, but it is imm
how small the sum be, as one penny onl
be sufficient to raise the use. 1 *Co.* 24.
34. And if such consideration be exp
in the deed, no averment will lie that
not actually paid. 1 *Bac. Abr.* 277. 1
169. And it has been held to be suf
if it be set forth in the form of a
in the deed, as “ that the bargained
pay to the bargainor 10l. on such a
&c. ” 1 *Dy.* 337. 1 *Lev.* 6. and see 3 *Kel*
where articles entered into for a *sum* o
held to be a good consideration, t
on the bargainor.

And as deeds are construed agreeably to the intention of the parties, as far as is consistent with the rules of law; it is not essential that the very words "bargain and sell" should be used as the words of conveyance, for any other of equivalent import will do as well, if it be apparent that the intent is to give effect to the transfer through this species of conveyance. As see *Cro. Eliz.* 166. 7 *Co.* 40. 8 *ib.* 94.

See more concerning the nature and effect of a bargain and sale. *Shep. Touch.* c. 10. *Lil. Conv.* 14, 375. 2 *Pow. Wood.* 11.

Bargain and sale of lands, &c.

THIS indenture made, &c. *Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, witnesseth* that for and in consideration of the sum of ——— of, &c. to the said *A. B.* in hand, well and truly paid by the said *C. D.* upon or immediately before the sealing and delivery of these presents, the receipt, &c. he the said *A. B.* *Hath* bargained and sold, and by these presents, *Doth* bargain and sell unto the said *C. D.* his heirs and assigns, *All, &c. (parcels with general words as in the release.) To have and to hold, &c.* unto the said *C. D.* his heirs and assigns, *To the use and behoof* of the said *C. D.* his heirs and assigns for ever, and to and for no other use, &c. *In witness, &c.*

BARGAIN AND SALE.

If to tenants in common.

* *To hold, &c. unto the said A. B. and C. D. and the several and respective heirs and assigns of the said A. B. and C. D. for ever, as tenants in common, and not as joint-tenants, and to and for no other use, &c.*

* *Proviso, for restraining and limiting the operation of the words grant, bargain and sell, in a bargain and sale, inrolled at Beverly.*

Provided, &c. that the words grant, bargain, and sell, herein used by them, the said A. B. and C. D. or any thing herein contained on their parts, shall not extend, or be deemed, or construed to extend, to an implied warranty for the title to the hereditaments and premises, hereby granted, bargained and sold, by them or either of them, the same being intended to operate, merely to pass their and each of their interests and estates in the said premises only, except to the extent of the covenant hereinbefore entered into by them respectively, that they have done no act to incumber.

N. B. *If the bargain and sale is accompanied by a lease and release, it is usual to insert the covenants in the release, and omit them in the bargain and sale.*

As to bargains and sales, inrolled in the public office at Beverly, by the stat. of 6 Ann. c. 35. s. 30. the words grant, bargain, and sell, amount to a covenant for the title, quiet enjoyment and further assurance, and therefore where trustees join in such a bargain and sale, there should be express particular words (or a special proviso) inserted to restrain and limit the operation of these words.

- * *Bargain and sale, to make a tenant to the precipe, for suffering a recovery by a tenant for life.*

THIS indenture quadripartite, made, &c. between A. B. of, &c. — of the one part, C. D. of, &c. — of the second part, E. F. of, &c. — of the third part, and G. H. of, &c. — of the fourth part, (reciting a will, whereby the messuages, &c. after mentioned, were limited to the said A. B. for life, remainder to C. D. in tail general, with remainders over.) And whereas the said A. B. and C. D. have agreed to suffer a common recovery of the said messuages, &c. in order to bar all estates tail and remainders, expectant thereon, and to limit the uses of the said recovery in manner hereinafter expressed. Now this indenture witnesseth, that in pursuance of the said agreement, and for the docking, barring and extinguishing all estates tail, and the reversions and remainders, charges and limitations, thereon expectant or depending, and all other estates, rights and interests whatsoever, in or out of all and singular, or any of the messuages, &c. hereinafter by these presents, bargained and sold, or expressed or intended so to be, and also for and in consideration of the sum of £10 of &c. by the said E. F. in hand well and truly paid to the said A. B. upon or before the sealing and delivery of these presents, the receipt &c. he the said A. B. Hath bargained and sold, and by these presents Doth bargain and sell unto the said E. F. and to his heirs and assigns, All &c. and the reversion &c. and all the estate &c.

To have and to hold the said messuages, &c. and all and singular other the premises, hereinbefore by these presents bargained and sold, or expressed, or intended so to be, with their and every of their rights, members, and appurtenances, unto the said *E. F.* his heirs and assigns.* *To the use of him the said E. F. his heirs and assigns*, for ever; *To the intent and purpose*, that by virtue hereof, he the said *E. F.* shall and may become, and be a good and perfect tenant of the immediate freehold, and inheritance, of all and singular the messuages, &c. hereinbefore expressed to be hereby bargained and sold, or so intended to be, against whom one or more common recovery, or common recoveries, with double voucher over, according to the course of common recoveries in such cases used, may be thereof duly suffered in such manner as hereinafter is expressed. *And* it is hereby declared, concluded and agreed, by and between the parties to these presents, that for the end and purpose aforesaid, it shall and may be lawful to and for the said *G. H.* in next *Hilary*, or *Easter*, or some subsequent term, at the proper costs and charges of the said *A. B.* and *C. D.* to sue forth and prosecute, out of his Majesty's High Court of Chancery, one or more writ

* A tenant for life conveying by lease and release, or bargain and sale inrolled, does not forfeit his estate, as the conveyance operates only to pass that which he has a right to convey, and does not disturb or displace the remainder, and therefore there is no occasion to qualify the habendum in this case. But when a person is tenant for life with a remainder to trustees, remainder to his sons successively in tail, remainder to himself in tail, and he wishes to bar the ulterior estate tail, without affecting the estate of his son, and to replace his own estate, then the precaution of confining the estate of the tenant to the grantor's life, or rather their joint lives, may have its use; but in a case like the present, it can have no use whatever.

or writs of entry sur disseisin en le poſt; to be reſpectively returnable and returned before the juſtices of his Maſteſty's court of Common Pleas at Weſtmiſnſter, thereby demanding againſt the ſaid *E. F.* the ſaid meſſuages, &c. hereinbefore granted and releaſed or expreſſed and intended ſo to be, with their and every of their rights, members and appurtenances, by ſuch apt and convenient name and names, quantities and qualities of land, number of meſſuages and acres, and ſuch other deſcriptions as ſhall be thought neceſſary or requiſite effectually to compriſe and aſcertain the ſame: To which writ or writs the ſaid *E. F.* ſhall appear gratis either in his own proper perſon or by his attorney or attorneys lawfully authorized in that behalf, and ſhall vouch to warranty the ſaid *C. D.* who ſhall alſo appear gratis in his own proper perſon, or by his attorney or attorneys thereunto lawfully authorized, and enter into the warranty, and vouch to warranty the common vouchee of the ſaid court of Common Pleas, who ſhall thereupon likewiſe appear and enter into warranty and imparle, and after imparlance made ſhall make default or depart in contempt of the Court, and ſuch further and other proceedings ſhall and may be had upon the ſaid writ or writs, and the parties ſhall demean themſelves reſpectively therein ſo and in ſuch manner, as that one or more common recovery or common recoveries with double voucher, ſhall and may be duly had, perfected and ſuffered, of all and ſingular the ſaid meſſuages, &c. hereinbefore by theſe preſents bargained and ſold, or expreſſed and intended ſo to be according to the uſual courſe, order and form of common recoveries, with double voucher for aſſurance of lands and

BARGAIN AND SALE.

tenements in such cases used and accustomed, and agreeable to the true intent and meaning hercof. *And* it is hereby further declared, concluded and agreed by and between all the said parties to these presents, and the true intent and meaning of them and of these presents is, that as well the said common recovery or common recoveries so as aforesaid or in any other manner, or at any other time or times, to be had and suffered, of or concerning the said messuages, &c. hereby bargained and sold or expressed and intended so to be, and the full force, effect and execution thereof respectively, as also all and every other common recovery and common recoveries, fine and fines, conveyances and assurances in the law whatsoever, heretofore had, suffered, perfected, levied, made or executed, or at any time or times hereafter to be had, suffered, perfected, levied, made or executed of the same messuages, &c. or of any of them or of any part or parcel thereof, by or between the said parties to these presents or any of them, or whereunto they or any of them are, or is, or were, or was, or shall, or may be parties or party, privies or privy, shall be operate and enure, and shall be adjudged, construed, deemed and taken, and so is, and are, and was, and were meant and intended to be operate and enure, and the recoveror or recoverors in such common recovery or common recoveries named or to be named, and his and their heirs respectively, shall stand and be seized of all and singular the said messuages, &c. hereinbefore expressed to be hereby bargained and sold, or intended so to be, with their and every of their rights, members and appurtenances respectively, *To the only proper use and behoof* of the said *A. B.* his heirs

and assigns for ever, and to and for no other use, &c. *In witness, &c.*

** Bargain and sale and release from the mortgagee, commissioners and assignees of a bankrupt to a purchaser.*

THIS Indenture of four parts, made, &c. The lease and release to be enrolled within six lunar months from the date.
Between T. S. and H. S. of &c. merchants I B. B.
 and co-partners of the first part, *R. C. W. B. Esqrs. and R. H. gent.* the major part of the commissioners named and authorized in and by a commission of bankrupt awarded and issued against *V. G. of &c. grocer, tea dealer and chapman* of the second part; *R. B. W. T. and H. C. assignees* of the estate and effects of the said *V. G. the bankrupt*, of the third part; and *I. K. of &c.* of the fourth part.

Whereas by certain indentures of lease and release bearing date respectively on or about &c. and made or mentioned to be made between the said *V. G.* of the one part, and the said *T. S. and H. S.* of the other part, in consideration of the sum of — therein mentioned to be by the said *T. S. and H. S.* paid to the said *V. G.* he the said *V. G.* did grant, bargain, sell, alien, release, and confirm unto the said *T. S. and H. S.* their heirs and assigns, the one undivided moiety or half part (the whole into two equal parts to be divided) of him the said *V. G.* of and in &c. *To hold* the same unto and to the use of the said *T. S. and H. S.* their heirs, and assigns for ever, subject to a proviso therein contained for redemption of the said premises on payment by the said *V. G.* his heirs, executors, administrators or assigns, to the said *T. S. and H. S.* their executors, administrators or assigns of the sum of, with lawful interest for

Reciting a mortgage in fee of freehold and copyhold estates.

assigns, for ever, subject to such and
proviso for redemption of the said co-
premises as was thereinbefore mentio-
redemption of the said freehold premise
that until the same should be surrende-
the said V. G. would stand seized ther-
the benefit of the said T. S. and H. S.
heirs and assigns, for the better secu-
them, their executors, administrators
signs the said principal sum of— and
as therein mentioned as by the said ind-

which were
never sur-
rendered.

of lease and release, reference, &c.
whereas the copyhold hereditaments
nanted to be surrendered consisted of
divided moiety or equal half part of
&c. hereinafter particularly mention-
described, and intended to be hereby
bargained, sold and released, to wh-
said V. G. was admitted tenant at a
court held for the said manor on &c.
the court rolls or records of the said
will on reference thereunto appear;
same moiety, hereditaments and p-
were never surrendered by the said L-

of the said *T. S.* and *H. S.* of and in the moiety of the freehold hereditaments and premises therein comprized became absolute at law. *And whereas* his Majesty's commission ^{That a commission had issued against mortgagor,} under the great seal of *Great Britain*, grounded *&c.* bearing date *&c.* hath been awarded and issued against the said *V. G.* and directed to the said *R. C. C. B.* the said *W. B.* and *A. O. Esq.* and the said *R. H.* gent. thereby giving full power and authority to the said commissioners, four or three of them to execute the said commission. *And whereas* upon the execution of the said commission it appeared ^{and act of bankrupt found} to the major part of the commissioners in the said commission named and authorized upon the examination of witnesses and other sufficient proof upon oath, that the said *V. G.* did for the space of — years then last past carry on the trade and business of a grocer, tea dealer, and chapman, by buying and selling of tea, coffee, and various other commodities usually traded and dealt in by grocers and tea dealers, and did by such trade and business seek and endeavour to get his living as others of the same trade do, and that in the course of his said trading and dealing he became indebted unto *C. H.* and *C. P.* of, *&c.* in the sum of 100*l.* and upwards for goods sold and delivered. And being so indebted, the said *V. G.* did in the judgment of the major part of the said commissioners become bankrupt, within the compass, true intent and meaning of the several statutes made and now in force concerning bankrupts, or within some or one of them before the date and suing forth of the said commission, and they did adjudge and declare him a bankrupt accordingly. *And* ^{and assignees chose;} *whereas* at a meeting of the major part of the

said commissioners in the said commission named and authorized at the Guildhall of the city of London, the—day of—in the said year of our Lord—pursuant to notice in the *London Gazette* for that purpose given, the major part in value of the creditors of the said *V. G.* then present, and who had proved their debts under the said commission, and whose debts respectively amounted to 10l. or upwards, did nominate, elect, and chuse the said *R. B. W. T.* and *H. C.* to be assignees of the said estate and effects of the said *V. G.* and desired the said commissioners to make an assignment thereof accordingly; and the said commissioners did accordingly order, bargain, sell, assign, and set over all the personal estate and effects of the said *V. G.* unto the said *R. B. W. T.* and *H. C.* in trust for themselves and all such other of the creditors of the said *V. G.* who should be entitled to the benefit and advantage of the said estate and effects, as in and by the said assignment, commission and proceedings thereunder had, reference, &c. And whereas the said commissioners parties to these presents in further execution of the said commission do find, that the said *V. G.* at the time he became a bankrupt and before the date and suing forth of the said commission was seized to him and his heirs, or was otherwise interested in and intitled unto all that the said *V. G.*'s one undivided moiety or half part, the whole into two equal parts to be divided, of and in, &c. All which said premises now are or late were in the occupation of *J. S.* or his assignee or assignees, under-tenant or under-tenants, (being the moiety, hereditaments and premises mentioned and comprized in the said hereinbefore recited indentures of lease and

That bankrupt was seized of the premises in mortgage at the time commission issued.

release, of &c. as hereinbefore mentioned). And do further find that the said *V. G.* was also seized to him and his heirs, or was otherwise interested in or intitled unto one undivided moiety or equal half part of and in &c. *And whereas* the said *R. C. W. B.* and *R. H.* the major part of the said commissioners named in and acting under the said in part recited commission have not made or executed any bargain and sale unto the said *R. B. W. T.* and *H. C.* of the real estates of the said *V. G.* the bankrupt.* *And whereas* the said *R. B. W. T.* and *H. C.* as assignees as aforesaid, did, on, or about, &c. put up to sale by public auction the said moiety or half part of and in &c. herein before particularly mentioned and described, and intended to be hereby granted, bargained, sold, and released, at which sale the said *I. K.* was declared the highest and best bidder for and the purchaser of the same moiety, hereditaments, and premises at or for the price or sum of — *And* *whereas* the said principal sum of — secured in the said in part recited indentures of mortgage still remains due and owing to the said *T. S.* and *H. S.* together with the sum of — (making together the sum of —) and it hath been therefore proposed and agreed by the said *R. B. W. T.* and *H. C.* (with the privity and consent of the said commissioners parties hereto testified as after mentioned) that out of the said sum of — the purchase or consideration money aforesaid, the said sum of — so due and owing to the said *T. S.* and *H. S.* for principal and interest on the said mortgage, shall be

No bargain
and sale yet
made.

Premises
sold by
auction.

Money still
due on the
mortgage,

which is to
be paid out
of the pur-
chase mo-
ney.

* If not sold by auction the contract for the purchase with the assignees must be stated, and that the money agreed to be given for the purchase is the most money and best price that can be gotten for the same.

sale and for and in consideration
sum of ——— part of the said sum of
the purchase or consideration money
said, to the said *T. S.* and *H. S.* in har
before the sealing and delivery of the
sents well and truly paid by the sai
(at the request and by the direction
pointment of the said *R. B. W. T.* an
with the privity, consent, and approb
the said *R. C. W. B.* and *R. H.* testi
their severally being made parties
sealing and delivering of these presen
receipt and payment, &c. and do ad
same to be in full payment, satisfacti
discharge of all principal monies and
due and owing unto them the said *T.*
H. S. upon the said hereinbefore in
cited mortgage or security, and there
of and from the same and every part
do and each of them doth acquit, &c.
the said *I. K.* their executors and adm
tors as the moiety of the freehold and
hold hereditaments and premises here

W. B. and R. H. testified as aforesaid) to be by them applied to the use, benefit, and advantage of themselves and all other the creditors of the said *V. G.* who have already sought, or who shall hereafter in due time come in and seek relief by virtue of the said commission according to the limitations and directions of the said statutes in that behalf made and provided; The payment and receipt of which said several sums of — and making together the said sum of — the purchase or consideration money aforesaid, they the said *R. B. W. T. and H. C.* do hereby respectively admit and acknowledge, and thereof and of and from every part thereof do and each and every of them doth, acquit, release, exonerate and discharge the said *H. G.* his heirs, executors and administrators, and every of them for ever by these presents; And also for and in consideration of the sum of 10s. a-piece of like lawful money of *Great Britain* to the said *R. C. W. B. and R. H.* in hand at or before the sealing and delivery of these presents also well and truly paid by the said *I. K.* the receipt &c. And also for and in consideration of the covenants and agreements hereinafter reserved and contained on the part and behalf of the said *R. B. W. T. and H. C.* to be done and performed, They the said *T. S. Mortgagor* and *H. S.* (at the request and by the direction of the said *R. B. W. T. and H. C.* testified by their being respectively parties to and sealing and delivering these presents, *have* and each of them *hath* bargained, sold, aliened, and released, and by these presents do, &c. And the said *R. C. W. B. and R. H.* (at the request and by the like

grants bargain, sell, and release
Commissioners
grant and assign.

Assignees
confirm.

appointment of the said *R. B. W. T.* and *H. C.* testified as aforesaid and in further execution of the said commission, and by force and virtue of the same, and of the statutes therein mentioned,) *have* and each and every of them, *both* granted, bargained, sold, assigned and set over, and by these presents *do*, and each and every of them, *doth* (as far as they can and lawfully may) grant, *&c.* and the said *R. B. W. T.* and *H. C.* have, and each and every of them hath released, ratified and confirmed, and by these presents *do*, and each and every of them *doth* release, *&c.* unto the said *I. K.* (in his actual possession *&c.*) and to his heirs and assigns, *All* that the said one full undivided moiety or half part, the whole into two equal parts or shares being divided or considered as divided, of and in *&c.* hereinbefore particularly mentioned and described, and comprised in the said hereinbefore in part recited indentures of lease and release, and intended to be hereby granted, bargained, sold and released, and all and singular other the hereditaments and premises, which are of the nature of freehold, and not of copyhold or customary tenure, mentioned and comprised in the same indentures of lease and release, and also of and in all and singular houses, *&c.* and the revenues, *&c.* of the said moiety, hereditaments and premises, hereby bargained, sold and released, or intended so to be, and all the estate, *&c.* together with all deeds, *&c.* *To have and to hold*, the said undivided moiety or half part, hereby granted, bargained, sold and released, or mentioned, or intended so to be, of and in, *&c.* hereinbefore particularly mentioned and described, with their and every of their rights, members and appurtenances, unto the said

his heirs and assigns, to the only proper and behoof of the said *I. K.* his heirs and ns for ever. *And this indenture further wit-* Commis-
h, that in further pursuance and perform- sioners bar-
of the said in part recited agreement, and gain and
he several considerations aforesaid, they sell the
said *R. C. W. B.* and *R. H.* (at the re- copyhold,
t and by the appointment, as well of the
R. B. W. T. and *H. C.* as of the said
. and *H. S.* testified by their being re-
sively parties to, and sealing and deliver-
of these presents, and in further execution
he said commission by force and virtue of
ame and of the statutes therein mention-
ave, and each and every of them hath
ted, bargained, sold, assigned, and set
, and by these presents, do *Ec.* and the
T. S. and *H. S. R. B. W. T.* and *H. C.*
, and each and every of them * hath re- and the
d, ratified and confirmed, and by these mortgages
nts do, and each and every of them doth, and assign-
unto the said *I. K.* and his heirs, all nees releas-
the said one full undivided moiety or
part, (the whole into two equal parts or
s being divided or considered as divided)
nd in, all those the said, *Ec.* which are
nbefore, and in the rolls or records of
said manor of ——— with its members
cularly mentioned and described, and of
n all and singular the rights, members
appurtenances thereto belonging or ap-
ining, and all the estate, *Ec.* *To have*
hold, the said moiety hereby bargained,
and confirmed, or mentioned or intended

the copyhold would pass to the purchaser by the bargain-
le of the commissioners, but it is advisable, that the
gees who have an equitable interest under the covenants
releas, and the assignees should release their right.

Mortgagees
and assign-
ees cov-
enant that
they have
not incum-
bered.

Assignees
will duly
apply the
money,

so to be, of and in the said copyhold lands, hereditaments and premises, with their and every of their rights, members and appurtenances, unto the said *I. K.* his heirs and assigns for ever, at the will of the lord of the said manor, according to the custom of the said manor, by the rents, customs and services therefore anciently due and of right accustomed. *And* the said *T. S. H. S. R. B. W. T.* and *H. C.* each of them separately and apart for himself, his heirs, executors and administrators, and for his own acts and defaults only, but not jointly or one of them for the other or others of them, or the acts or defaults of the other or others of them, do hereby severally covenant and declare, to and with the said *H. G.* his heirs and assigns, that they the said *T. S.* and *H. S. R. B. W. T.* and *H. C.* have not, nor hath any or either of them, at any time heretofore made, done, committed, or wittingly or willingly suffered or caused or procured to be made, done, committed, or wittingly or willingly suffered, any act, deed, matter or thing whatsoever, whereby, or by reason or means whereof, the said moiety of the said freehold and copyhold messuages or tenements, lands, hereditaments and premises, hereinbefore particularly mentioned and described, and hereby respectively granted, &c. or any of them, or any part or parcel thereof, are, is, can, shall or may be impeached, charged or incumbered, in title, charge, estate or otherwise howsoever. *And* the said *R. B. W. T.* and *H. C.* do hereby for themselves, severally and respectively, and for their several and respective heirs, executors and administrators, covenant, promise and agree to and with the said commissioners, parties to these presents, and to and

with every and each of them, their executors and administrators, by these presents in manner and form following, (that is to say) that each of them the said *R. B. W. T.* and *H. C.* and their heirs, executors and administrators, shall and will from time to time, and at all times hereafter upon reasonable notice, duly pay or cause to be paid, unto the major part of the said commissioners by the said commission authorized, or to such person or persons as they shall appoint to receive the same, all the said sum of ——— received by them the said *R. B. W. T.* and *H. C.* of and from the said *I. K.* in manner aforesaid, to the end that the said sum of ——— may be by such commissioners as aforesaid, or the major part of them, ordered, disposed, distributed and divided, unto and amongst all and every the creditors of the said *V. G.* who have already ought or shall hereafter seek relief by virtue of the said commission according to the directions of the several statutes, in that case made and provided. *And lastly*, that they the said *R. B. W. T.* and *H. C.* their executors and administrators, shall and will from time to time and at all times hereafter, save, defend, keep harmless and indemnified, all and every the said commissioners, their executors and administrators, agents and servants, and every of them, their and every of their goods and chattels, lands and tenements, of, from, touching or concerning all and all manner of actions, suits, costs, damages and expences whatsoever, which shall or may arise, or happen, or which the said commissioners or any of them, their, or any of their heirs, executors, or administrators, agents, or servants, shall or may sustain, bear, pay, or be put unto for or by reason of this present deed of bargain and

and indemnify the commissioners.

Of a BILL OF SALE.

sale, or assignment, or any other act or thing whatsoever, by them or any of them lawfully acted or done, or to be acted or done, by virtue of the said commission, or by reason of their lawful intermeddling in any of the estate of the said *V. G.* *In witness, &c.*

See title CONFIRMATION.

Of a BILL of SALE.

A Bill of Sale is in the nature of a bargain and sale of personal property, not favouring of the reality, as household stuff, &c. it may be made absolutely, or conditionally by way of mortgage; when absolutely made, it differs in nothing from the bargain and sale of which we have already spoken, only that not being of freehold interests, it need not be enrolled; and when made conditionally it partakes of the same properties as a mortgage for a term of years, which will be treated of in the subsequent volume:—to those articles therefore we beg leave to refer.

Bill of Sale of goods and chattels.

K NOW all men by these presents, that
 I *I. K.* of ——— in consideration of
 the sum of ——— to me in hand paid by *L. M.*
 of ——— at and before the sealing and
 delivery of these presents, the receipt whereof
 I do hereby acknowledge, *Have* bargained,
 sold, released, granted and confirmed, and by
 these presents *Do* bargain, sell, release, grant
 and confirm unto the said *L. M.* All the goods,
 household-stuff, and implements of household,
 and all other goods and chattels whatsoever,
 mentioned and expressed in the schedule here-
 unto annexed, now remaining and being in
 ——— *To have and to hold* all and singular the
 said goods, household-stuff, and implements of
 household, and every of them, by these pre-
 sents bargained, sold, released, granted and
 confirmed unto the said *L. M.* to the only
 proper use and behoof of the said *L. M.* his
 executors, administrators and assigns for ever.
 And I the said *I. K.* for myself, my executors
 and administrators, all and singular the said
 goods and household-stuff, unto the said *L. M.*
 his executors, administrators and assigns,
 against me the said *I. K.* my executors, admi-
 nistrators and assigns, and against all and
 every other person or persons whatsoever,
 shall and will warrant and for ever defend by
 these presents; of which goods, household-
 stuff, and implements of husbandry, I the
 said *I. K.* have put the said *L. M.* in full pos-
 session by delivering to him one silver cup in
 the name of all the said goods and chattels,
 the sealing and delivery hereof. *In wit-*
ness, &c.

*Of goods conditioned in nature of
gage.*

TO all to whom these presents shal
I *A. B.* of — send greeting.
that I the said *A. B.* for and in cont
of — (*as in the last to*) and
defend by these presents: *Provided*
and it is hereby agreed between the
ties to these presents, that if I the s
my executors, administrators, or a
any of us do and shall well and tru
cause to be paid unto the said *C. D.*
attorney, executors, administrators,
the sum of — on — for
dempion of the said hereby barga
mises, then these presents and eve
article, condition and thing herein c
shall cease, determine, and be utt
otherwise to remain in full force and

*Or it may upon occasion be made
thus:*

THIS indenture, made, &c. betw
Witnesseth, That the said *J. G.*
consideration of — the receipt,
(*as in the first bill of sale mutatis mutandis*)
and for ever defend by these preser
vided, &c. (*as in the second bill of sale*)
in full force and effect. And the s
for himself, his executors and admi
doth covenant and grant to and wit
J. H. his executors, administrators
signs, by these presents in manner
that is to say, That in case the said
executors or administrators, shall
fault in payment of the said — c

Covenant
that if de-
fault be
made of
redemp-
tion, to
hold for
ever.

thereof, at the time and place in the condition before in these presents contained, then the said *J. H.* his executors, administrators and assigns, shall and may, for the consideration aforesaid, peaceably and quietly have, hold, and enjoy, to his and their own proper use for ever, the said — and all the premises above by these presents bargained, sold, released, granted and confirmed, or expressed, or intended so to be, and every part and parcel thereof, with all and singular the appurtenances, without any lawful let, suit, trouble, eviction, molestation or denial of the said *J. G.* his executors or administrators, or of any other person or persons whatsoever.

And also that he the said *J. G.* his executors or administrators, shall and will well and truly pay or cause to be paid unto the said *J. H.* his executors, administrators or assigns, the said sum of — in manner and form as aforesaid, according to the true intent and meaning of these presents. And the said *J. H.* for himself, his executors, administrators and assigns, doth covenant, promise and agree, to and with the said *J. G.* his executors, administrators and assigns, by these presents, that he the said *J. H.* his executors, administrators and assigns, shall and will, immediately after the receipt of the said sum of — according to the true meaning of the condition aforesaid, upon reasonable request of the said *J. G.* well and truly redeliver unto the said *J. G.* his executors, administrators or assigns, the said — and all other the premises aforesaid, in as good plight as the same and every of them at this present time now are. *In witness, &c.*

Covenant
to pay the
money in
the proviso

N. B. Livery and seisin to be indorsed.

Of goods distrained for rent.

THIS indenture, &c. between N. C. (the landlord) of ——— J. R. constable of the hundred of ——— D. C. of ——— J. F. of ——— and H. R. of ——— (appraisers) of the one part, J. S. of ——— and T. S. of ——— of the other part, *Witnesseth*, That it is affirmed by the said N. C. and testified by the said D. C. upon his oath sworn before the said constable, that on the ——— day of ——— last past, the said N. C. in the presence of the said D. C. did enter into a messuage and lands, called S. farm, in H. within the hundred aforesaid, and for ——— pounds rent at the feast of ——— last past due to him the said N. C. from S. F. upon a demise, whereby the said S. F. held the said farm of the said N. C. and did distrain there, and found the goods and chattels following, to wit, (*recite the particulars*). And it is further testified by the said D. C. and also by the said J. F. and H. R. upon their oaths, sworn before the said constable, that after such distress taken (to wit) on the ——— day of ——— last past, the said N. C. did, at the chief mansion-house of the said farm, give public notice of the said distress and the cause thereof, and a note thereof in writing expressing the particulars of the said goods and chattels distrained, and of the said rent for which the same were so distrained, did then and there deliver unto E. daughter of the said S. F. And the said D. C. J. F. and H. R. upon their oaths aforesaid, have truly appraised all the said goods and chattels distrained at ——— pounds. And this indenture further witnesseth, That the said goods and chattels being yet unreplevied, the said

N. C. with the constable aforesaid, for and in consideration of — pounds, being the best price that can be gotten for the said goods and chattels, by the said *J. S.* and *T. S.* paid to the said *N. C.* towards satisfaction of the said debt of — pounds for which the said goods and chattels were distrained, *Have* bargained and sold, and by these presents *Do* bargain and sell unto the said *J. S.* and *T. S.* All the goods and chattels herein before mentioned to be distrained as aforesaid; *To hold* unto the said *J. S.* and *T. S.* as their only proper goods and chattels for ever. (*You may insert a clause of warranty as before in the first bill of sale.*) *In witness, &c.*

Note; It is best to make so many parties, for the more easy proving afterwards (if occasion be) the regularity of the proceedings.

Of a BOND.

A Bond, or obligation, is a deed whereby the obligor binds himself, his heirs, executors and administrators, to pay a certain sum of money at a day appointed, 2 *Blac. Com.* 340. When this is all, it is simply a bond, but there is usually a condition or defeasance annexed, on performance of which the obligation is declared to be void, as that the covenants in a deed shall be duly observed, or that interest shall be paid for a sum of money lent, together with the principal, &c.

cease. But as a much larger sum was inserted in the obligation, (in order to the more punctual observance) than that which would *bonâ fide* be entitled to, were forfeiture to accrue, the Courts of Equity refused to prevent his taking more strictly and in conscience due to him in pursuance of the same principle it was by 4 and 5 *Anne, c. 16.* that, “when a bond is given to secure the *payment of* the tender of the principal sum due with interest and costs, shall be a full satisfaction of the bond, though the same may have been forfeited,” and by the spirit of Equity now prevails in Courts of Common Law the same equitable construction is put upon all other species of bond, and a tender

hat is to say, parties, and a sum in which one party is bound," 3 Co. 729, 1 Brownl. 121. any instrument therefore properly sealed and delivered, which appears, on the face of it, to have been intended to take effect as a bond, will be construed as such. *Ib.* and *Keb.* 172. *Raym.* 335.

Bonds must be made upon a lawful contract; if therefore it be to do a thing that is *malum in se*, it will be void, 2 *Blac. Com.* 340. or if it be repugnant to the common good, as in restraint of marriage, &c. 2 *Vern.* 102, 197. and if it were in fact entered into upon a *turpis contractus*, (whether illegal or immoral) it will still be void, though it be conditioned simply for the payment of money, 2 *Wilf.* 347. See as to the legality of obligatory considerations, 3 *Bur.* 1568. 3 *P. Wms.* 432. 2. *Wilf.* 339. 2 *Vez.* 100. *Shep. Touch.* 367. *Fonb. Eq.* 216. *Pow. Contr.* 173. and *seq.*

A simple bond for payment of money.

KNOW all men by these presents, that I (we) *A. B.* of _____ in the county _____ of _____ Gent. (*C. D.* of _____ and so on if more obligors) am (are) held and firmly bound to *E. F.* of _____ (*G. H.* of _____ and so on if more obligees) in _____ pounds,

From one or more obligors, to one or more obligees.

(double the condition, except when by a for necessities, and then only the sum due)
 ful money of Great Britain to be paid
 said E. F. (G. H. &c. if two obligees,
 either of them, but if three or more, for
 of them) or his (their) certain attorne
 cutors, administrators or assigns, for
 payment to be well and truly made,
 bind myself (ourselves and each of
 himself) my (our and either of our, w
 or our and every of our, when three) hei
 cutors and administrators, firmly b
 presents, sealed with my (our) seal
 dated the ——— day of ——— in the
 year of the reign of our sovereign lor
 the third, by the grace of God o
 Britain, France and Ireland, king, c
 of the faith, &c. and in the year of o
 1796.

*If to a churchwarden and overseer
 poor, say*

——— Am held, &c. to W. D. an
 churchwarden and overseer of the poo
 parish of ——— in the county of ———
 and every of their administrators, succ
 assigns, &c.

*Condition for payment of money
 time.*

THE condition of this obligation i
 that if the above-bounden A. B. h
 executors and administrators, do an
 well and truly pay or cause to be pa

the above-named C. D. his executors, administrators or assigns, the full sum of lawful money of *Great Britain*, with lawful interest on the same, on the — day of — next ensuing the date of the above-written obligation, without fraud or further delay; and this obligation to be void, otherwise to remain in full force. *Witness, &c.*

To pay money at different times.

— The full sum of — of lawful money of *Great Britain* in manner following, that is to say, The sum of — part thereon on the — day of —, — pounds per part thereof on the — and — pounds, the residue and in full payment thereof, on — which will be in the year of our Lord 1796, without fraud; then this obligation to be void; but if default shall be made in payment of any of the said several and respective sums abovementioned, or any part thereof, on any of the said several and respective days and times above limited for payment thereof; then this obligation to remain in full force.

To pay money quarterly.

(As above, mentioning the first four quarters & leaving out the words residue and in full payment) then after the words year of our Lord 96, (say) the sum of — further partment thereof on — next ensuing, and so on quarterly every quarter of a year, one next and immediately ensuing another, on every of the quarter-days aforesaid, the sum of — till the said sum of — shall be in such

manner fully satisfied and paid; then, &c. — but if, &c. *as above*.

To pay money at the day of marriage or day of death.

—— (As in the first condition to) the sum of —— of lawful money of Great Britain, within six months next after the solemnization of the marriage of the said A. E. or the time of the death of the said A. E. which of them shall first happen after the date of the above-written obligation; then, &c. — or else, &c. —

To pay money according to a mortgage.

—— (As in the first to) the sum of —— of lawful money of Great Britain, on, &c. — next ensuing the date of the above-written obligation; and also the further sum of —— of like lawful money on —— which will be in the year of our Lord —— without any deduction, defalcation or abatement, for or in respect of any rates, taxes, assessments or any other impositions whatsoever, according to the purport of certain indentures tripartite, bearing even date with the above written obligation, and made between J. E. of &c. of the first part, T. P. of &c. of the second part, and the said M. W. of the third part; then, &c. — or else, &c.

For per-
formances.

The condition of a bottomree bond.

THE condition of the above obligation is such, that if the ship called the E. galley, whereof the above-bonded M. M. is commander, do and shall proceed and sail

from and out of the river of *Thames* on a voyage to *Yarmouth*, from thence to *Venice*, and to such other ports or places as the said *M. M.* shall think fit, and so return back to *London*, or other her delivering port in *England*, to end her voyage by or before the expiration of eighteen calendar months, to be accounted from the day of the date of the said obligation; and if the said *M. M.* his heirs, executors or administrators, do pay or cause to be paid unto the above-named *W. H.* his executors administrators or assigns, the full sum of fifty pounds of lawful money of *Great Britain* within thirty days next after the first and next return and arrival of the said ship at *London*, or other her delivering port in *England*, from the said voyage, or at the expiration of the said eighteen months, which shall first happen, together with the sum of eight shillings and fourpence of like money *per month*, for so many months as shall have elapsed and run out of the said eighteen months, over and above twelve months, and *pro rata* for a less time than a month: Or if in the said voyage and within the said eighteen calendar months, the said ship should be lost, the said *M. M.* then being commander of the said ship; then the above obligation to be void and of none effect, or else to be and remain in full force and virtue.

A respondentia bond.

K NOW all men by these presents, that I *P. M.* mariner, am held and firmly bound unto *W. K.* of *Bengal*, merchant, in

the full and just sum of one thousand rupees, current of *Bengal*, to be paid unto the said *W. K.* or to his heirs, executors, administrators or assigns, firmly by these presents. Signed, sealed, and dated at *Calcutta* this — day of —

Whereas the above-bounden *P. M.* hath taken up and received of the above-named *W. K.* the sum of 500 rupees, current of *Calcutta*, at the rate of twenty-five per cent. *respondentia*, to run this present voyage upon the bottom of the good ship *S.* whereof the said *P. M.* is master, from the port of *Calcutta* of *Suratt*, and thence back again to the port of *Madrafs*; the whole risque of the said 500 rupees with the *respondentia* thereon, being on the account of the said *W. K.* during the prosecution of the said voyage, as to all dangers of the seas, rivers, enemies and pirates; *Now the condition* of this obligation is such, that if the above-bounden *P. M.* or his heirs, executors, administrators or assigns, shall pay or cause to be paid unto the above-named *W. K.* his heirs, executors, administrators or assigns, the full and just sum of 625 rupees, current of *Calcutta*, being the whole amount of the principal and *respondentia* before mentioned, at or before thirty days after the safe arrival of the fore-mentioned ship *S.* in the port of *Madrafs*, or in case of the loss of the said ship, such an average as by custom shall become due on the salvage; then this obligation to be void and of no effect; otherwise to remain in full force and virtue, having signed to two obligations of this tenor and date, one of which being accomplished, the other to be void.

*Condition of a post obit with a warrant
of attorney to confess judgment.*

THE condition of this obligation is such, that if the above bound *J. D.* shall happen to survive and outlive his father *F. D.* of ——— and in that case if the above-bound *J. D.* his heirs, executors or administrators, shall and do within three calendar months next after the decease of his said father *F. D.* well and truly pay or cause to be paid unto the said *O. P.* his executors, administrators or assigns, the sum of ——— of lawful money of *Great Britain*, without any deduction or abatement whatsoever, or if the above-bound *J. D.* shall happen to die in the life time of his said father *F. D.* then and in either of the said cases the said obligation shall cease, be void, and of none effect, otherwise to remain in full force and virtue.

** Warrant of attorney to confess judgment
thereon.*

——— To ——— and ——— attornies of the Court of ——— at ——— *Westminster*, jointly and severally, or to any other attorney of the same Court. *These* are to desire and authorize you the attornies above-named, or either of you or any other attorney of the Court of ——— aforesaid, to appear for me *J. D.* of, &c. ——— in the said Court, as of *Hilary Term* next, or any subsequent term at the suit of *R. P.* of ——— and then and there to receive a declaration for me in an action of debt, for ——— upon bond bearing even date with these presents, and thereupon to confess

the same action, or else to suffer judgment by *non sum informatus*, or otherwise to pass against me in the same action, and to be thereupon forthwith entered up against me upon record, for the said sum of ——— besides costs of suit, and for your so doing, this shall be to you or either of you, or to any other attorney as aforesaid, your, his, their or any of their sufficient warrant. *In witness, &c.*

See special deed of covenant relative to this transaction, under title "COVENANTS."

Condition to make and deliver conveyances.

To convey
an estate at
a time to
come free
from in-
cumbrances

THE condition of this obligation is such, that if the above-bounden *A. B.* do and shall, upon and at the request of the said *C. D.* his heirs or assigns, on or before the ——— next ensuing the date above written, convey and assure, or cause to be well and sufficiently conveyed and assured, unto the said *C. D.* his heirs and assigns, or to such other person or persons and his or their heirs, as the said *C. D.* shall nominate and appoint, and to such uses as he shall direct, *one messuage or tenement, &c.* situate ——— now in the possession of ——— by such conveyances and assurances in the law, as by the said *C. D.* his heirs and assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required, freed and discharged of and from all incumbrances whatsoever, except, &c. And also if the said *A. B.* his, &c. ——— or either of them do and shall, until such conveyance and assurance be made and executed as aforesaid, permit and suffer the said *C. D.* his heirs and assigns peaceably and quietly to have, receive and take to his or their own

And in the
mean time
the obligee
to receive
the profit.

For per-
formance.

proper use and uses, the rents, issues and profits of all and singular the premises, and of every part and parcel thereof, without any manner of let, suit, trouble, disturbance, hindrance and denial of the said *A. B.* his, &c. — or any of them, or of any other person or persons whatsoever, by his or their or any of their means, right, title or procurement; then, &c. — or else, &c.

To execute an assignment.

—— *As in the last to the words* date above written seal and execute a good and sufficient assignment in the law, of all such estate and interest, as he the said *E. M.* now hath *in the lands and tenements of* — in — unto the above named *C. D.* his heirs or assigns, or to such other person or persons as the said *C. D.* shall nominate and appoint, and to such uses as he shall direct; then, &c. — or else, &c.

To execute the counter-part of a deed.

—— Seal and subscribe the counterpart of one deed indented, bearing date the — made between the above named *C. D.* of the one part, and the said *A. B.* of the other part, and the same so sealed and subscribed do, in the presence of two or more credible witnesses, deliver as his proper act and deed, to the only use and behoof of the said *C. D.* then, &c. — or else, &c.

Condition to perform covenants.

THE condition of this obligation is such, that if the above-bounden *A. E.* his heirs, executors and administrators, do and shall, in

all things well and truly observe, perform, fulfil, accomplish, pay and keep all and singular the covenants, grants, articles, clauses, provisos, payments, conditions and agreements whatsoever, which on the part and behalf of the said *A. E.* his heirs, executors and administrators, are or ought to be observed, performed, fulfilled, accomplished, paid and kept, comprised or mentioned in certain indentures *in partite*, bearing even date with the above written obligation, and made or mentioned to be made between the said *A. E.* of the first part, *C. D.* of — of the second part, and the above-named *E. F.* of the third part, according to the purport, true intent, and meaning of the same indentures, then, &c. — or else, &c.

Condition to marry a woman, or in default thereof to pay a sum of money.

THE condition of this obligation is such, that if the above-bounden *A. E.* do on or before the — according to the rites and ceremonies of the church of *England*, espouse and marry *E. D.* daughter of the said *C. D.* (the said *E. D.* thereunto assenting and the laws of the realm permitting the same;) or if it shall happen that the said *A. E.* shall not marry and take to wife the said *E. D.* as aforesaid, then if he the said *A. E.* do and shall well and truly pay or cause to be paid unto the said *E. D.* her executors, administrators or assigns, the sum of — of lawful money of *Great Britain*, on the — next ensuing the said — day of — above mentioned and limited for the said marriage, then, &c. — or else, &c.

Condition to trustees, in consideration of a marriage and marriage-portion to leave the wife and her issue a competent fortune.

THE condition of this obligation is such, that *Whereas* a marriage is intended to be shortly had and solemnized between the above-bounden *A. E.* and *C. D.* spinster, daughter of *F. D.* ——— with whom the said *A. E.* is to receive as a marriage-portion the sum of ——— to be applied in manner herein after mentioned; *If* therefore the said marriage shall take effect, and the said *A. E.* shall die in the life time of the said *C. D.* then if the heirs, executors or administrators of him the said *A. E.* do and shall, within six months after his death, pay or cause to be paid into the hands of the above-named *A. W. E. F.* and *J. R.* the sum of ——— to be by them applied upon the trusts and for the ends and purposes following, (that is to say) That the said trustees, and the survivors and survivor of them, shall pay ——— pounds, parcel of the said ——— pounds, to the said *C.* for her sole use and benefit, and in case the said *A. E.* shall leave any child or children of his body on the body of the said *C.* begotten, which shall live to be married or attain the age of twenty-one years, the said trustees shall pay ——— pounds, residue of the said ——— pounds, to such child or children equally among them, share and share alike, as and when they shall severally be married, or attain the age of twenty-one years respectively, and the interest thereof in the mean time to be applied for their maintenance: And in case the said *A. E.*

shall leave no issue of his body on the body of the said C. begotten, or leaving issue, and such issue shall all happen to die, before their marriage or age of twenty-one years, then the said last-mentioned sum of ——— pounds to be likewise paid to the said C. her executors and administrators; then, &c.—— or else, &c.

Condition of a bond from two persons empowered by the letter of attorney of a tradesman to get in his estate, duly account, &c.

WHEREAS the above-named L. L. by his deed poll or writing under his hand and seal, bearing even date herewith, hath constituted and appointed the above-bounden M. M. and N. N. his attorney and attornies, jointly and severally for him the said L. L. and in his name and to his use, to risk, demand, sue for, recover and receive all such sum and sums of money, debts and demands whatsoever, which now are, or at *Christmas* now next ensuing shall be due and owing to him the said L. L. or his estate, from any person or persons, or customers, of him the said L. L. in the way of his late trade of a grocer, and to do such other lawful and necessary acts, for the purposes aforesaid, as in such deed poll or writing are in that behalf mentioned, as by the same deed poll or writing may appear: *Now the condition* of the above-written obligation is such, that if the said M. M. and N. N. their executors or administrators, do and shall, from time to time, well and truly pay or cause to be paid over unto the said L. L. his executors, administra-

tors or assigns upon demand, all such sum and sums of money, debts and demands, as they the said *M. M.* and *N. N.* shall from time to time receive by virtue of the said letter of attorney, or otherwise, to the use of the said *L. L.* or his estate, from any person or persons whatsoever, debtors to the said *L. L.* or his estate, in the way of his said late trade as aforesaid, without fraud or delay, then the above-written obligation to be void, or else to be and remain in full force.

Condition of a bond by the intended husband to the lady's father, to pay her a yearly sum by quarterly payments for her separate use.

WHEREAS a marriage is intended to be shortly had and solemnized by and between the above-bounden *L. L.* and *M. M.* spinster, one of the daughters of the above-named *N. O.* And whereas, in consideration of the said intended marriage and the marriage-portion of the said *M. M.* the said *L. L.* has agreed to enter into a bond of the above-mentioned penalty, conditioned as hereinafter is mentioned: Now therefore the condition of this obligation is such, that if the said *L. L.* shall and do yearly and every year, from and after the solemnization of the said intended marriage, and during the joint lives of the said *L. L.* and *M. M.* his intended wife, pay or cause to be paid unto her the said *M. M.* for her own sole and separate use and benefit, the yearly sum of 100*l.* of lawful money of Great Britain, by four equal quarterly payments; the first payment thereof to begin and

be made at the end of three calendar months next after the solemnization of the said intended marriage, which said yearly sum of 100*l.* is to be from time to time paid, applied and disposed of, for such uses and purposes only, and in such manner only, as the the said *M. M.* shall think fit and convenient, notwithstanding her coverture, and without the controul or intermeddling of him the said *L. L.* her intended husband, then this present obligation to be void, or else to be and remain in full force and virtue.

A condition of a bond from a vendor of lands to indemnify the vendee; there being a bill pending in chancery for them at the time of the purchase.

WHEREAS the above-bounden *A. A.* and his trustees have by indentures of lease and release, the release being *tripartite*, and bearing even date herewith, and made or mentioned to be made between the said *A. A.* of the first part, *C. C.* and *D. D.* Gent. *E. E.* and *F. F.* all of *London*, Esqs; of the second part, and *B. E.* the elder, of *London*, Esq; of the third part, conveyed unto the said *B. B.* and his heirs, divers manors, messuages, lands and tenements, lying and being in the county of——in such indenture of release particularly mentioned and described: And whereas *J. J.* of——in the said county of——Esq; did in *Hilary* term 17—exhibit a bill in the high court of chancery against the said *A. A.* pretending some right or title to the said manors, messuages, lands and tenements, so conveyed unto the said

BONDS.

11

B. as aforesaid, which said bill is still pending. *And whereas* the said *A. A.* is content to indemnify him the said *B. B.* so far as 1000*l.* will do, against any costs or damages that he may sustain, or be put unto by reason of such bill so pending as aforesaid:

condition therefore of this obligation is, that if the above-bounden *A. A.* his heirs, executors or administrators, shall and do from time to time and all times hereafter, defend, keep harmless and indemnify the above-named *B. B.* his heirs and assigns, of from and against all costs, damages and expences, which he, they, or any of them shall or may sustain or be put unto, for any reason of such bill so pending as aforesaid, or in case the said bill be dismissed, this present obligation to be void and of no effect, or else to be and remain in full force, power and virtue.

that a rent-gatherer shall render a just account.

WHEREAS the above-named *R. H.* Esq; has retained and employed the above-bounden *R. R.* to be receiver of the rents, issues and profits of all and singular the said *R. H.*'s messuages, lands and tenements, situate, lying and being in ————
the condition of this obligation is such, that if the above-bounden *R. R.* his heirs, executors or administrators, shall and do from time to time and at all times hereafter, as much as requested by the said *R. H.* his heirs, executors, administrators or assigns, well and truly pay or cause to be paid unto the said

BONDS.

R. H. his heirs, executors, administrators or assigns, all such sum or sums of money, as he the said *R. R.* shall have had or received, of the said rents, issues and profits, and to render to the said *R. H.* and his heirs, executors, administrators or assigns, a true, just, and perfect account of all and every sum and sums of money, that shall be by him had, received, paid, laid out or disbursed, of, from, for, or on account of the said lands and tenements, or the rents, issues and profits thereof, or of, for, or on account of the said *R. H.* his heirs, executors, administrators or assigns, and also well, justly, truly and honestly, in every respect behave himself in the said office or employment of receiver of the aforesaid rents, issues and profits, then this obligation to be void, or else to remain in full force.

Condition for finding apparel for an apprentice.

WHEREAS *J. R.* son of the above-bound *E. R.* by indenture bearing date — hath bound himself apprentice to the above-named *W. S.* to serve and dwell with him from the day of the date of the said indenture unto the full end and term of seven years, from thence next ensuing and fully to be complete and ended, as by the said indenture, relation being thereunto had, may more fully and at large appear: *And where* it is agreed by and between the said *E. R.* and *W. S.* that the said *E. R.* his executor or administrators, or some of them, shall and will, from time to time, and at all times during the said term of seven years, find and

provide to and for the said *J. R.* good, sufficient, and necessary raiment and apparel, and all things needful and necessary for an apprentice: *Now the condition* of this obligation is such, that if the above-bounden *E. R.* his executors and administrators, shall and do, from time to time, as often as need or occasion shall require, find and provide for the said *J. R.* during all the aforesaid term of seven years, sufficient raiment and apparel, or in lieu thereof shall pay or cause to be paid unto the said *W. S.* the sum of ——— yearly and every year, during the said term of seven years, for and towards the finding and providing the said raiment and apparel, then, &c. or else, &c.

Condition of a bond that an apprentice shall perform his articles.

WHEREAS by indenture of apprenticeship, bearing date the thirteenth of June now last past, *T. N.* the younger, one of the sons of the above-bounden *T. N.* the elder, is become bound as an apprentice to the said *W. D.* in the trade, art, or employment of a hosier, for the term or space of seven years, from the day of the date thereof, as by the same indentures may appear. Now the condition of the present obligation is such, that if the said *T. N.* the son shall and do from time to time, and at all times during his said apprenticeship, well and truly observe, perform, fulfil, and keep, all and every the articles, covenants, clauses, and agreements whatsoever, in the said recited indentures contained, and which on his part are to be

observed, performed, fulfilled, and kept, and shall and do from time to time, and at all times during the said term, be faithful and just to the said *W. D.* his executors, administrators, and assigns, in all the buyings, sellings, accounts, reckonings, receipts, payments, and all other doings and dealings, of the said *T. N.* the son, in any wise relating to the said trade or employment, or the affairs or business of the same, and in all other matters and things wherein as an apprentice or servant he shall or may be employed by or concerned, for or on behalf of the said *W. D.* his executors, administrators, or assigns, then this present obligation to be void, and of none effect, else to remain in full force and virtue. As witness, &c.

The condition of a bond from the petitioning creditors of an intended bankrupt to the lord chancellor, in order to issue forth a commission of bankruptcy.

THE Condition of this obligation is such, That if the above-bounden *A. C.* and *D. E.* shall prove; as well before the major part of the commissioners, to be appointed in a commission of bankruptcy against *F. G.* of, &c. as upon a trial at law, in case the issuing forth of the said commission shall be contested and tried, that the said *F. G.* is indebted unto the said obligors in the sum of 700*l.* and upwards, and is become a bankrupt within some or one of the statutes in force concerning bankrupts; and the said *A. C.* and *D. E.* shall cause the said commis-

sion to be executed according to the direction of an act of parliament made in the fifth year of the reign of his late majesty king George the second, intituled, *An Act to prevent the committing of frauds by bankrupts*, then this obligation to be void, or else to remain in full force.

A condition of a counter-bond, where one is bound for another on a bail-bond.

WHEREAS the above-named *C. D.* at the special instance and request of the above-bounden *D. E.* together with the said *D. E.* and *F. G.* of, &c. is bound to *W. L.* sheriff of the county of, &c. in the penal sum of, &c. conditioned for the appearance of the said *D. E.* before his majesty's Justices at *Westminster* on the — day of, &c. next, to answer *J. K.* in a plea of, &c. (*here mention debt or otherwise verbatim, as expressed in the bail-bond*) as by the said in part recited bond or obligation, and condition thereunder written, may more fully appear: Now the condition of this obligation is such, that if the above-bounden *D. E.* do and shall appear according to the condition of the said bond or obligation, and as the law in such case requires; and if the said *D. E.* his heirs, executors and administrators, shall also from time to time, and at all times hereafter, save harmless and indemnify him the said *C. D.* his executors and administrators, and his and their goods and chattels, lands and tenements, of and from all damages, sum and sums of money, costs and charges whatsoever which he, they, or any of them shall or may at any

time or times hereafter sustain or be put unto by reason or means of the said *C. D.*'s being bound for the appearance of the said *D. E.* as aforesaid; then, &c. or else, &c.

A condition to free a parish from the burden of a bastard child.

WHEREAS *A. B.* of, &c. single woman, hath sworn before ——— one of his majesty's justices of the peace for the county of, &c. as aforesaid, That the above-bounded *C. D.* is the father of the male child she hath lately been delivered of, which is likely to become chargeable to the parish of, &c. [*if the woman be not delivered, then say thus, viz.* That she is big and pregnant with a bastard child; and that the above-bounded *C. D.* is the father of such child, which, when born, will become chargeable to the parish of, &c.] Now the condition of this obligation is such, that if the above-bounded *C. D. E. F.* and *G. H.* or any or either of them, their or any, or either of their heirs, executors or administrators, do and shall from time to time, and at all times hereafter, fully and clearly acquit, free and discharge, or well and sufficiently save, defend, keep harmless and indemnified the above-named *J. K.* and *L. M.* churchwardens and overseers of the poor of the parish of ——— aforesaid, and their successors for the time being, and every of them; as also the inhabitants and parishioners of the said parish of, &c. which now are or hereafter shall be for the time being, and every of them, of and from all manner of expences, damages, costs and charges what-

soever, which shall or may at any time hereafter arise, happen, grow, or be imposed upon them, or any or either of them, for or by reason or means of the maintenance, education and bringing up of such male-child [*but in case only of pregnancy, proceed thus*, of the said *A. B.* being big with child as aforesaid; or for or by reason of the birth, maintenance, education and bringing up of such child or children that she the said *A. B.* now goeth with and shall be delivered of], and of and from all other actions, suits, troubles, charges, damages and demands whatsoever touching or concerning the same, then, &c. otherwise, &c.

Condition of a bond of indemnity to one bound for the obligor in a bond for payment of money.

WHEREAS the above-named *A. N.* at the special instance and request of the above-bounden *C. D.* together with him the said *C. D.* is in and by one obligation bearing even date with the above-written obligation, held and firmly bound unto *E. F.* of ——— Gent. in the penal sum of ——— pounds of lawful money of *Great Britain*, conditioned for the payment of the sum of ——— with interest for the same after the rate of *5l. per centum per annum*, on the ——— day of ——— next ensuing the date of the said recited obligation, as in and by the said recited obligation and condition thereunder written may more fully appear: *Now the condition* of this obligation is such, that if the said *C. D.* his heirs, executors or administra-

tors, do and shall well and truly pay or cause to be paid unto the said *E. F.* his executors, administrators or assigns, the said sum of — with interest for the same after the rate of *gl. per centum per annum* on the — day of — next ensuing the date of the said recited obligation, according to the true intent and meaning thereof, and in full discharge and satisfaction of the said recited obligation; and if he the said *C. D.* his heirs, executors or administrators, shall also from time to time, and at all times hereafter, save harmless and indemnify him the said *E. F.* his executors and administrators, and his or their goods and chattels, of and from all damages, sums of money, and costs and charges which he, they or any of them shall or may at any time hereafter be put unto by reason of the said *A. N.'s* being bound with the said *C. D.* for the payment of the sum of money and interest aforesaid, then, &c. or else, &c.

** Condition of a bond of indemnity to a mortgagee against a wife's dower.*

WHEREAS in and by certain indentures of lease and release, by way of mortgage, bearing even date with these presents and made between *A. D.* of the one part, and *E. F.* of the other part, all that and those messuage, lands, &c. were granted and conveyed by the above-bounden *A. D.* unto the above-named *E. F.* *subject nevertheless* to redemption by the above-bound *A. D.* his heirs, executors or administrators, on payment unto the above-named *E. F.* his executors, administrators or assigns, of the sum of 500*l.* and inte-

it as therein is mentioned. *And whereas* at the time of executing such indentures of lease and release, by way of mortgage as aforesaid, the above-bound *A. D.* was married unto *Jary*, his now wife; and she the said *Mary* as not barred by any settlement made previous to her marriage of her dower or thirds at common law, and would of course be entitled to the same out of the above mortgaged premises on the death of her present husband, in case she should happen to survive him. *And whereas* the above-named *E. F.* being willing to save the above-bound *A. D.* the expence of levying a fine to bar his said wife from claiming her dower or thirds at common law, out of the aforesaid premises, hath agreed and is willing to accept the security of his bond in lieu thereof. *Now therefore the condition* of the above written obligation is such, that if the above-bound *A. D.* his heirs, executors, administrators or assigns, or some or one of them, do and shall, from time to time, and at all times hereafter (until all principal and interest due, or that may become due, on the above-mentioned indentures of lease and release, by way of mortgage, shall have been fully paid off and discharged unto the above-named *E. F.* his executors, administrators or assigns) well and sufficiently save, defend, keep harmless and indemnified the said *E. F.* his heirs, executors, administrators and assigns, and the above-mentioned premises, so as aforesaid mortgaged, and every part and parcel hereof, and the rents, issues and profits thereof, of from and against all and every claim and claims which shall and may be made, as aforesaid, by the said *Mary*, the wife of the above-bound *A. D.* (in case she should happen to survive her said husband) or by her execu-

tors or administrators to, from, or out of all and singular the aforesaid mortgaged premises, or to, from, or out of any part or parcel thereof; and of, from and against all loss, costs, charges, damages and expences, which he or they shall or may sustain, expend or be put unto, for or by reason or means of the said claim of dower, or thirds, at common law as aforesaid; then this obligation to be void and of none effect, or else to remain in full force and virtue.

To one bound for the obligor in a bond to indemnify the parish from a bastard.

WHEREAS the said *A. P.* and *D. E.* at the special instance and request of the above-bounden *F. G.* by their bond or obligation, bearing date, &c. became bound to the churchwardens and overseers of the poor of the parish of ——— in the county of ——— by their names and additions therein mentioned, in the penalty of one hundred pounds, upon condition, that &c. (*recite the condition*): Now the condition of this obligation is such, that if the above-bounden *F. G.* his heirs, executors and administrators, or some or one of them, do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmless and indemnified the said *A. P.* and *D. E.* their heirs, executors and administrators, and their and every of their lands, tenements, goods and chattels, of and from the said bond or obligation, and all sums of money therein, and in the condition thereof mentioned, and thereupon due, or to grow due and payable, and of and from all actions,

, costs, charges, payments, damages and
ands, which any or either of them shall
ay sustain or be put unto, for or by rea-
thereof, or in anywise howsoever; and
land will well and truly pay the same
the said *A. P.* and *D. E.* their or one of
heirs, executors or administrators; then
obligation to be void, &c.

dition of a common arbitration bond.

THE condition of this obligation is such,
that if the above-bounden *A. K.* his heirs,
utors and administrators, and every of
n, do and shall on his and their parts and
ulfs, in and by all things, well and truly
d to, obey, abide, observe, perform, ful-
nd keep the award, order, arbitrament,
l end and determination of ——— (*and*
may say, or any two of them) arbitrators
fferently chosen and elected, and named,
ell on the part and behalf of the said *A.*
n the part and behalf of the above-named
o arbitrate, award, order, judge, deter-
e and agree touching and concerning all
all manner of action and actions, cause
causes of action, suits, bills, bonds, spe-
ties, covenants, contracts, promises, ac-
nts, reckonings, sums of money, judg-
its, executions, extents, quarrels, con-
erfies, trespasses, damages and demands
itsoever, both in law and equity, at any
e heretofore had, moved, brought, com-
iced, sued, proceuted, done, suffered,
mitted or depending, by or between the
parties, so as the award of the said arbi-

BONDS.

trators *or any two of them*) be made and set down in writing indented under their *(or any two of their)* hands and seals, ready to be delivered to the said parties in difference on or before, &c. then, &c.

If an umpire is to be appointed, there may be said (before the words, then, &c.)

AND if the said arbitrators shall not make such their award of and concerning the premises within the time limited as aforesaid, then if the said *A.* his heirs, executors and administrators, and every of them, on his and their parts and behalfs, do and shall well and truly stand to, observe, perform, fulfil and keep the award, determination and umpirage *(if the umpire be named)* of *G.* being a person indifferently named and chosen between the said parties for umpire; *(if not named)* of such a person as the said arbitrators shall indifferently chuse in and concerning the premises, so as the said umpire do make and set down his award and umpirage in writing indented under his hand and seal, ready to be delivered to the said parties in difference on or before the, &c. then, &c.

When the submission is to be made a rule of court, add, after the words, then, &c.

AND it is hereby agreed by and between the said parties, that these presents, and the submission thereby made of the said matters in controversy, shall be made a rule of his Majesty's court of ——— to the end the said parties in difference shall be finally con-

cluded by the said arbitration by these presents intended, pursuant to the statute in that case made and provided.

But if the condition be special, say,

WHEREAS differences have arisen and are depending between the above-bounden *A. B.* and the above-named *C. D.* concerning (*here particularly mention what the difference is about*) which differences (*and demands concerning the same*) the said parties have agreed to refer to the award, judgment and determination of ——— arbitrators, indifferently chosen by and between the said parties to award, arbitrate, judge and determine concerning the same; (*if there is to be an umpire, say*) and if they do not make the award within the time hereunder limited, then to the umpirage of such a person as the said arbitrators shall indifferently chuse for umpire, as hereunder is mentioned, (*or the umpire may be named as before*): Now *wherefore the condition* of this obligation is such, that if the said *A. B.* his executors and administrators, on his and their parts and behalfs, shall and do in all things well and truly stand to, observe, perform, fulfil and keep the award, arbitration, judgment, final and determination which ——— arbitrators as aforesaid shall make and give in writing, &c. (*as before, to the time fixed on, and then say*) upon and concerning the before-mentioned (*accounts*) and matters in difference, and all or any actions, suits and causes of suits, debts, dues, damages, claims and demands whatsoever concerning the same: And

if the said arbitrators shall not, &c. (*as before*); then, &c.

Condition that the obligor shall suffer his wife to make a will.

WHEREAS a marriage is intended to be shortly had and solemnized between the above-bounden *L. R.* and *M. W.* of, &c. *Now the condition* of this obligation is such, that if after the said intended marriage had and solemnized between the said *L. R.* and *M. W.* the said *L. R.* shall peaceably and quietly permit and suffer the said *M. W.* in due form of law to sign, seal, publish and declare her last will and testament in writing, and in and by the same give, will and bequeath, or otherwise dispose of at her free will and pleasure, unto and among such person and persons as she shall think proper, the sum of — of lawful money of *Great Britain*; And further, in case of the said *L. R.*'s surviving the said *M. W.* if the said *L. R.* his heirs, executors or administrators, or any of them, upon reasonable request to him or them in that behalf to be made by any such person or persons to whom the said *M. W.* shall give, will and bequeath any such sum or sums of money, not exceeding in the whole the said sum of — or the value thereof, shall well and truly pay, or cause to be paid, all and every such sum and sums of money so to be given, willed or bequeathed as aforesaid by the said *M. W.* in such manner as shall be by her appointed; then this obligation to be void, or else to be and remain in full force and virtue.

Note; The obligation must be from the intended husband to a friend of the intended wife.

Condition of a bond for payment of annuities from a son to his father and mother, in consequence of the father resigning business to him.

WHEREAS the above-named *C. D.* father of the above-bounden *A. P.* hath carried on the trade of a hatmaker for many years last past, and hath brought up the said *A. P.* his son in the said trade: *And whereas* the said *C. D.* at the request and for the advancement of his said son hath left off his said trade of a hat-maker, and resigned the same to him the said *A. P.* upon his undertaking and agreeing to pay unto the said *C. D.* and *E.* his wife, the several annuities, according to the following condition: *Now the condition of this obligation is such,* That if the said *A. P.* shall and do well and truly pay, or cause to be paid unto the said *C. D.* and his assigns, during the term of the joint and natural lives of them the said *C. D.* and *A. P.* or in case the said *A. P.* should happen to die in the life-time of the said *C. D.* and the executors or administrators of the said *A. P.* shall continue to carry on the said trade of a hat-maker, and shall well and truly pay, or cause to be paid unto the said *C. D.* and his assigns, during the term of the natural life of him the said *C. D.* or during such time thereof as they shall continue to carry on the said trade of a hat-maker, one annuity, or clear yearly sum of sixty pounds of lawful money of *Great Britain*, free from taxes and all other deductions whatsoever, at the four most usual feasts or days of payment in every year, (that

is to say) the feasts of the *Annunciation* of the blessed *Virgin Mary*, the nativity of *St. John* the Baptist, *Saint Michael* the Archangel, and the birth of our Lord *Christ*, by even and equal portions; the first payment thereof to begin and be made on the feast-day of the *Annunciation* of the blessed *Virgin Mary* next ensuing the date of the obligation above-written; and if the said *A. P.* shall and do well and truly pay, or cause to be paid unto the said *E.* and her assigns, during the term of the joint and natural lives of them the said *E.* and *A. P.* after the death of the said *C. D.* one annuity or clear yearly sum of twenty-five pounds, free from taxes and all other deductions whatsoever, payable quarterly, in manner and form as the said annuity or yearly sum of sixty pounds is made payable to the said *C. D.* as aforesaid; the first payment thereof to begin and be made upon the first of the four most usual feasts or days of payment in the year that shall happen next immediately after the decease of the said *C. D.* then this obligation to be void and of none effect, otherwise to remain in full force and virtue.

Condition of bond for delivering up at the end of the term, goods &c. mentioned in the schedule to a lease.

WHEREAS the said *A. P.* by indentures of lease under his hand and seal, bearing date the — day of — last past, *Hath* demised, leased, and set unto the above-bound *C. D.* *All* that messuage, &c. &c. for the term of seven years, commencing from the — day of — at and under the yearly

rent and covenants therein mentioned. *And whereas* in and by a certain schedule or inventory annexed to the said recited lease, there is contained, specified, and particularly mentioned and set forth, certain goods, chattels and effects, as belonging to the said *A. P.* and which the above-bounden *C. D.* hath in and by the said recited lease, covenanted to leave and yield up unto the said *A. P.* his executors, administrators and assigns, together with the said messuage and premises, at the end of the said term of seven years, or other sooner determination of the said lease, in as good case, repair and condition, as the same now are (reasonable use and wearing thereof in the mean time only excepted). *Now the condition* of this obligation is such, that if the above-bound *C. D.* his executors, administrators or assigns, shall and do, at the end and expiration, or other sooner determination of the said term of seven years, by the said recited indenture of lease demised, leave, yield and deliver up, unto the said *A. P.* his heirs, executors, administrators or assigns, all and singular the said several goods, chattels and effects, in the said schedule mentioned, according to the purport, true intent and meaning of the said recited indenture of lease, and the express covenant therein in that behalf contained; *then* this present obligation to be void and of none effect, or else to remain in full force and virtue.

**For payment of an annuity.*

THE condition of the above-written obligation is such, that if the above-bounden *A. B.* and *C. D.* or either of them, their or

either of their heirs, executors or administrators, do and shall, during the natural life of the said *E. F.* well and truly pay, or cause to be paid, unto the said *E. F.* or his assigns, one annuity or yearly sum of ——— of, &c. at or upon, &c. in every year, by even and equal portions, without any deduction, defalcation or abatement, for or in any respect whatsoever; the first payment thereof to be made, &c. and if the said *A. B.* and *C. D.* or either of them, their or either of their heirs, executors or administrators, do and shall, on demand, well and truly pay or cause to be paid, unto the executors, administrators or assigns of the said *E. F.* in case he shall happen to die on any day upon which a portion of the said annuity, or yearly sum of ——— would be payable, the whole quarterly payment or portion thereof; or if the said *E. F.* should die on any other day, then a proportion of the said annuity or yearly sum of ——— according to the time that the said *E. F.* shall have lived of the last quarter; then the above-written obligation shall be void. But if default be made in payment of the said annuity or yearly sum of ——— or of any part thereof, on the said days appointed for payment thereof, or in payment of such proportionable part thereof, as aforesaid, on demand, then the said obligation shall be and remain in full force and virtue.

**For securing an annuity to commence in futuro.*

THE condition of the above-written obligation is such, that in case the above-bounden *C. B.* or her assigns, by virtue of

and under an indenture tripartite, bearing date, &c. and made or expressed to be made between, &c. and three several fines levied in pursuance of the said indenture, in or as of ——— term, ——— term, and ——— term, or any of them, or otherwise howsoever, shall become intitled to the immediate freehold of and in all &c. or any of them. That then, if the said *C. B.* do and shall well and truly pay, or cause to be paid, unto the said *K. F.* his executors, administrators or assigns, for and during the residue which shall be to come of her natural life, one clear annuity or yearly sum of ——— by four quarterly payments on the four most usual feasts or days of payment in the year; (that is to say) the ——— day of ——— &c. in every year, without any deduction, defalcation or abatement, for or in any respect whatsoever; the first payment thereof to begin and be made on such of the said feasts or days of payment as shall first and next happen after the said *C. B.* or her assigns, shall become intitled as aforesaid; then the above-written obligation to be void; but if default shall be made in any of the payments aforesaid, as the same shall grow due, then the said obligation shall be and remain in full force and virtue.

OF CONFIRMATIONS.

A Deed of Confirmation is an approbation of and assent to an estate already created; by which the confirmer strengthens and gives validity to it as far as it is in his power. See *Co. Lit.* 295. ^b n. (1) 296 n. (2).

But it is to be observed, that it has this effect only in respect of estates that are merely *voidable*, but it has none upon such as are absolutely *void*.

It is sometimes also used to enlarge the grantee's estate, but, as in this case, words must be used which are foreign to a deed of confirmation, it becomes in strictness no longer such, but a deed of *RELEASE*; under which title this species of confirmation will be inserted.

The proper words of a confirmation, as given by *Littleton*, are “ give, grant, ratify,

approve and confirm." *Lit. f.* 515. 531. But any other words carrying the same import will be equally efficacious; and the word *devise* has been held to effect a confirmation, when such was evidently the intent of the parties. *Dyer* 178.

See more relating to this species of deed,
Noy Max. 96. *Lit. Conv.* 43. *Wood Inst.* 269.
Gilb. Ten. 75. *Shep. Touch. c.* 18. 2 *Black.*
Com. 325. 2 *Pew. Wood.* 245.

Conveyance by an heir at law to a devisee in his father's will, whereby he bargains and sells the subjects of the devise, and confirms the will in order to supersede the necessity of proving it per testes.

THIS Indenture made, &c. Between A. P. of, &c. the eldest son and heir at law of J. P. late of, &c. of the one part, and C. D. f, &c. devisee in trust, named in the last will and testament of the said A. P. deceased,

Recital of
will where-
by premi-
ses were
devised to
be sold.

Death of
testator.

That heir
at law is
satisfied of
testator's fa-
nity.

of the other part. *Whereas* the said *A. P.* deceased, by his last will and testament in writing, bearing date, &c. gave and devised sundry messuages, lands and hereditaments, of which he, or some person or persons to his use, or in trust for him, was or were seized for an estate of freehold or inheritance, at the time of his decease, situate, &c. in the said will mentioned, unto the said *C. D.* his heirs and assigns, in trust to sell, dispose of, and convert into money, the said estates, and to divide and pay the clear profits thereof, in such manner as in his will is more particularly mentioned; and of his said will did appoint the said *C. D.* sole executor, as in and by, &c. *And whereas* the said testator departed this life on or about, &c. and soon after his decease, the said *C. D.* duly proved the said will in the prerogative Court of the Archbishop of *Canterbury*. *And whereas* the said *A. P.* party hereto, being satisfied that the said *A. P.* his father was, at the time of making and publishing his said will, of sound and disposing mind, memory and understanding, and that the same was duly signed, sealed, published and declared by him to be his last will and testament, in the presence of and attested by three witnesses as the law directs; and being also desirous to perform the said will, without the charge and expence of proving the same in the Court of Chancery, by examining of witnesses, to perpetuate the testimony thereof; and that the said will should in all things be ratified, confirmed and established, made good and effectual, according to the purport, true intent and meaning thereof: And to prevent all other suits in law or equity, and all questions, controversies and

disputes, concerning the validity or execution of the said will, he the said *A. P.* party hereto, hath agreed to confirm the same, and to bargain, sell, and confirm the messuages, lands, tythes and hereditaments, thereby devised to the said *C. D.* in manner therein-after mentioned. *Now this indenture witnesseth,* Bargain and Sale. that for the ends, intents and purposes aforesaid, and in pursuance of the said agreement, and also for and in consideration of the sum of 10s. of, &c. to the said *A. P.* party hereto, in hand well and truly paid by the said *C. D.* on or immediately before the sealing and delivery of these presents, the receipt, &c. He the said *A. P.* party hereto, *Hath* bargained, sold and confirmed, and, by these presents, *Doth* bargain, &c. unto the said *C. D.* his heirs and assigns, all and singular the messuages, lands, and hereditaments, whereof or wherein the said *A. P.* deceased, or any other person or persons to or for his use, or in trust for him, was, at the time of his decease, seized, possessed of, interested in or intitled to, any estate of freehold or inheritance, situate, &c. aforesaid, and which, in and by his will, are given and devised to the said *C. D.* his heirs and assigns, upon the trusts therein mentioned, and all the estate, &c. and the reversion, &c. *To have and to hold* the said messuages, &c. unto the said *J. W.* his heirs and assigns, upon the trusts in the will of the said *A. P.* mentioned of and concerning the same. *And this indenture further witnesseth,* Confirmation, &c. that, to the intents and purposes aforesaid, he the said *A. P.* *Hath* ratified, confirmed and established, and, by these presents, *Doth*, for himself and his heirs, in all things ratify, &c. the said recited will of the said *A. P.* deceased, and all and every the

Of COVENANTS AND PROVISOS.

devisee's bequests and limitations, directions and appointments, thereby made or therein contained, according to the true intent and meaning thereof. *In witness, &c.*

. See also title LEASE and RELEASE. .

Of COVENANTS and PROVI- SOES.

A Covenant in a deed is an agreement, promise or consent, that something is or is not already done, or shall or shall not be done hereafter. *Plow. 308.*

A proviso is a condition inserted in a deed, upon the observance or non-observance of which the validity of the deed itself depends. It differs also from a covenant in this, that a covenant is in the words of the covenantor only, whilst a proviso is in the words of both parties.

Covenants may be either express or implied. Express covenants, are those which are *expressly* mentioned or inserted in the deed, as a covenant in a mortgage for payment of principal and interest, &c. Implied covenants are in relation to things not expressly mentioned

in the deed, but *implied* from the nature of the contract; thus in a bond for the payment of money, the law implies that the obligation shall be cancelled on performance, though there be no condition of defeasance annexed.

It is not necessary, in framing a covenant, that the word "covenant" be used, for any writing under the hand and seal of the party importing an agreement, will amount to a good covenant. *Lev. 155.* Nor, in a proviso, is it necessary that it should begin with the word "provided"; for if it import a condition it is enough. *1 Roll. Abr. 518.*

See more particularly relative to a proviso, *2 Pow. Wood. 332. n. (a).*

Covenants, though generally used for the purposes implied in the definition we have given of them, are sometimes conveniently used for the more extensive purposes of transmuting the possession and property of the things it attaches upon, as in a covenant to stand seized to uses, &c. And so a covenant, that a man shall have a piece of land for so many years, will amount to a *lease* for the term specified; for the intention of the parties is more considered than the technical form of the instrument, except only in particular cases, where by the rules of law or by act of parliament, certain estates cannot be created but

Of COVENANTS AND PROVISORS.

by particular words and under particular formalities.

In a preceding page (71) we referred to this head for observations on the distinction between those covenants which run with the land and bind the grantee or assignee of an estate; and those which are only collateral to the land and do not therefore attach upon such grantee or assignee. The rule in this respect is, that all covenants run with the land, which so intimately extend and relate to things in being, at the time of the grant, as to form a part of the grant itself: As for instance, covenants to repair, pay rent, &c. in a lease being, as it were, adherent to the land, will go along with it and bind the assignee, though not expressly worded to that effect.—5 *Co.* 16^b. And so covenants that the grantor is seized in fee, has a right to convey, for quiet enjoyment, and for further assurance, run with the land, because they concern the title of the thing transmitted.

See more relative to this head, 2 *Pow. Wood.* 343 ^b (n). *Noy Max.* 41. 1 *Show.* 199. *Doug.* 455. And as far as it concerns the assignee of leasehold premises, a number of cases are collected in a useful little work entitled “The Landlord and Tenant.” To which we shall therefore refer.

The most usual covenants inserted in deeds in general, are

1. That the covenantor is lawfully seized or possessed of the estate.
2. That he has a right to convey.
3. That the grantee shall quietly enjoy the premises.
4. That they are free from incumbrances (this is usually, though very awkwardly, made a part of the preceding covenant).
5. That the grantor will further assure the estate to the grantee, if necessary.

Which, as well as other covenants, &c. proper to be inserted in particular instruments, will be found in the respective deeds to which they relate, and likewise in the collection of covenants which we shall here introduce.

**A deed of covenant relative to a post obit contract. (See Bond and Warrant of Attorney accompanying this deed, ante p. 181)*

THIS indenture made, &c. between J. D. of &c. of the one part, and O. P. of, &c. of the other part. *Whereas* the said J. D. hath applied to the said O. P. and requested him to advance and pay to him the sum of — and in consideration of the actual payment of such sum the said J. D. freely and voluntarily proposed and agreed to give such security as hereinafter is mentioned for the

payment to the said *O. P.* his executors, administrators or assigns, of the sum of — on the event only, and upon the contingency of his the said *J. D.* surviving and outliving his father *F. D.* of, &c. *And whereas* the said *O. P.* hath actually advanced and paid unto the said *J. D.* the said sum of — and in consideration of such actual payment, and also in pursuance of the said proposal and agreement on the part of the said *J. D.* he the said *J. D.* hath by one bond or obligation bearing equal date with and executed before these presents, bound himself, his heirs, executors and administrators, unto the said *O. P.* his executors, administrators and assigns, in the penal sum of — of lawful money of *Great Britain* subject to a condition thereunder written, that if the said *J. D.* should happen to survive and outlive his said father *F. D.* and in that case if the said *J. D.* his heirs, executors, or administrators should within one calendar month next after the decease of his said father well and truly pay or cause to be paid unto the said *O. P.* his executors, administrators, or assigns, the sum of — of lawful money of *Great Britain* without any deduction or abatement whatsoever; or if the said *J. D.* should happen to die in the life time of his said father, then and in either of the said cases the said obligation should cease, be void, and of none effect. *And whereas* for the better and more effectually securing the payment of the said sum of — on the event only, and upon the contingency of the said *J. D.*'s surviving his said father, he the said *J. D.* hath executed a warrant of attorney bearing equal date herewith and executed before these presents for confessing a judgment unto the said *O. P.* his executors, administrators and assigns in the court of — at Westminster in the

sum of 10,000*l.* debt upon the said bond, besides costs of suit: And it hath been proposed and agreed that the said judgment shall be forthwith entered up against the said *J. D.* in the said court of ——. *Now this indenture witnesseth*, and it is hereby declared and agreed by and between the said parties to these presents, and the said *O. P.* doth for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said *J. D.* his heirs, executors, administrators and assigns, that in case the said *J. D.* shall happen to survive and out-live his said father, and in that case if the said *J. D.* his heirs, executors, or administrators, shall and do at such time and in such manner as is mentioned in the condition of the said recited bond or obligation, well and truly pay or cause to be paid unto the said *O. P.* his executors, administrators or assigns, the said sum of — of lawful money of *Great Britain*; or if the said *J. D.* should happen to die in the life time of his said father, then and in either of the said cases, the said judgment so confessed and to be entered up as aforesaid shall be absolutely void, and the said *O. P.* his executors, administrators or assigns, shall and will at the costs and charges of the said *J. D.* his heirs, executors or administrators, do and execute all such acts and things as shall be necessary for acknowledging satisfaction upon the record of the said judgment, so as that the same may be vacated and made void. *And* it is hereby further agreed by and between the said parties to these presents, that no process or execution shall be had, sued out or prosecuted upon the said judgment at any time during the joint lives of the said *F. D.* and the said *J. D.* nor until one month after

COVENANTS AND PROVISORS.

the decafe of the faid *F. D.* in cafe the faid *J. D.* fhall him furvive, and that in the laft mentioned event, no further or greater fum of money fhall be levied, recovered or received, upon or by virtue of the faid judgment from the faid *J. D.* his heirs, executors or administrators, or his or their, lands or tenements, goods or chattels, than the faid fum of — and fuch intereft thereof as may accrue, and become due by virtue of the faid bond and the cofts relating thereto, *In witnefs, &c.*

**Covenant to feal a leafe according to a draught made.*

AND the faid *A. B.* doth for himfelf, his heirs, executors and administrators, covenant, promife, declare and agree, to and with the faid *C. D.* his executors, administrators and affigns, that he the faid *A. B.* his executors or administrators, or fome or one of them, fhall and will on or before the — day of — next enfuing, make, feal and deliver, as his and their deed, before fufficient witneffes, unto the faid *C. D.* his executors, administrators or affigns, at his and their proper cofts and charges, one good, fure, fufficient and lawful leafe, demife and grant, to be made and engroffed on parchment, in and by all things according to the form, effect and true meaning, of a certain draught or paper book thereof already made and drawn, and remaining in the uftody of the faid *C. D.* whereunto the faid *A. B.* has fubfcribed his name.

The like covenant where no draught is made.

The faid *A. B.* doth, &c. (as before) one and fufficient leafe, by indenture of

all that messuage, &c. &c. for the term and space of 21 years, to begin and take effect from the feast day of *St. Michael the Archangel*, now next coming, with a clause of reservation of the yearly rent of 50*l.* to be inserted in the said indenture; the same lease, messuage and premises, to be then discharged of and from all former and other leases and incumbrances, and to be taken upon the same terms as the same are now let to *D. S. Esq.*

**Covenant from mortgagors that they have not incumbered.*

AND each of them the said *A. B.* and *C. D.* so far as respects his own acts and deeds, but not further or otherwise, do hereby severally and respectively, for himself, his heirs, executors, and administrators, covenant and declare with and to the said *E. F.*, his heirs and assigns, that they the said *A. B.* and *C. D.* have not, at any time heretofore, made, done, executed, committed, or willingly suffered, or been party or privy to any act, deed, matter or thing whatsoever, whereby, or by reason or means, or in consequence whereof, the premises hereby granted and released, or expressed or intended so to be, or any of them, or any part thereof, or the estate and interest (*or term of years as the case may require*) to them thereof limited, as aforesaid, are, is, can, shall or may be impeached, charged, incumbered, forfeited, or otherwise affected, in any wise howsoever.

**Covenant in a mortgage for reducing interest if paid regular.*

AND the said C. G. doth hereby, for himself, his heirs, executors, administrators and assigns, and for every of them, covenant, promise and agree, to and with the said A. P. his heirs, executors and administrators, in manner following; that is to say, that in case the said A. P. his heirs, executors or administrators, shall and do, yearly and every year, from time to time, and for so long time as the said principal sum of ——— or any part thereof, shall remain due and owing to the said C. G. his executors, administrators or assigns, upon this mortgage and security, well and truly pay, or cause to be paid, unto the said C. G. his heirs, executors, administrators or assigns, by equal half yearly payments upon each ——— day of ——— and ——— day of ——— in each year, or within two calendar months next after each and every of the same respective half-yearly days of payment, the clear yearly sum of ——— of lawful money of Great Britain, for the interest of the said whole principal sum of ——— (being after the rate of ——— *per centum per annum*), and so proportionably, and after that rate, for so much of the said principal sum of ——— as may then remain due or owing. Then and in such case, and not otherwise, he the said C. G. his executors, administrators or assigns, shall and will, from time to time, receive and accept of the same, in lieu and satisfaction of and for the interest, after the rate of 5*l.* *per centum per annum*, herein before provided and covenanted

to be paid for the said principal sum of — as if after the rate of *5l. per centum per annum* were actually paid, any covenant, proviso, or agreement hereinbefore contained, to the contrary thereof in any wise notwithstanding.

**Covenant to levy a fine in the great sessions of Wales.*

AND for the better and more effectually conveying, assuring and confirming, the said messuages, tenements, lands, hereditaments and premises, unto the said C. K. and his heirs, the said W. H. for himself, his heirs, executors and administrators, and for the said S. his wife, doth covenant, promise and grant, and she the said S. doth consent and agree, to and with the said C. K. his heirs and assigns, by these presents, in manner following; (that is to say) that he the said W. H. and S. his wife, shall and will, at the next or some other subsequent sessions, to be held in and for the said county of *Pembroke*, before his Majesty's Justices of the said sessions, or one of them, or before some other person or persons in that behalf lawfully authorized, pass, levy and acknowledge, unto the said C. K. and his heirs, one or more fine or fines *sur consueance de droit come ceo*, &c. whereupon proclamations shall be had and made, according to the form of the statute in that case made and provided, and the usual course of fines for assurance of lands, unto the said C. K. and his heirs, of the said messuages, tenements, lands, hereditaments and premises, hereby mentioned, or intended to be hereby granted and released, by such

COVENANTS AND PROVISORS.

name or names, quantities and qualities, and other certainties and descriptions as shall be thought fit and convenient in that behalf, and as will effectually comprehend the same. And it is hereby agreed and declared, by and between all and every the said parties to these presents, that the said fine or fines, so as aforesaid, or in any other manner, or at any other time or times, to be levied and acknowledged, and all and every other fine and fines, common recovery and common recoveries, conveyances and assurances in the law, whatsoever, heretofore had, made, levied, acknowledged, suffered or executed, or hereafter to be had, made, levied, acknowledged, suffered or executed, of the same messuages, tenements, lands, hereditaments and premises, or any part thereof, by or between the said parties to these presents, or any of them, or whereunto they, or any of them, are or is, or shall or may be, parties or privies, or party or privy, shall be and enure, and shall be adjudged, deemed, construed and taken, to be and enure, and so are and were meant and intended, and the full force and execution of the same, and of these presents, shall be and enure; and the said cognizee or cognizees in the said fine or fines, and the recoveror or recoverors, in the said common recovery named or to be named, and his and their heirs, respectively, shall stand and be seized of the same messuages, tenements, lands, hereditaments and premises, with their appurtenances, to the only use and behoof of the said C. K. his heirs and assigns, for ever, upon the several trusts nevertheless, and to and for the several ends, intents and purposes, hereinafter mentioned, expressed and declared, of and

concerning the same, and to and for no other use, intent or purpose whatsoever.

• *Covenant to levy a fine sur concefferunt.*

AND for the better and more effectually releasing, exonerating and discharging the said messuages or tenements, and premises, of and from the said annuity or yearly rent-charge of ——— so payable to the said C. P. for her life, as aforesaid, he the said H. P. for himself, his heirs, executors and administrators, and for the said C. his wife, doth hereby covenant, promise and agree, to and with the said W. G. his heirs, executors and administrators, and every of them, that he the said A. P. and C. his wife shall and will, as of this ——— term, or some time before the end of ——— term next ensuing the day of the date hereof, acknowledge and levy, before his Majesty's Justices of the Court of Common Pleas at Westminster, one or more fine or fines, *sur concefferunt*, of the said annuity or yearly rent-charge of ——— issuing and payable out of the said messuages or tenements and premises. *To hold* to the said W. H. his executors, administrators and assigns, from, &c. and during the term of ——— years thence next ensuing, and fully to be compleat and ended, if the said C. P. shall so long live. And it is hereby declared and agreed, by and between all the said parties to these presents, that the said fine or fines, so as aforesaid, or in any other manner, or at any other time or times, levied or to be levied and acknowledged. and all and every other fine and fines, conveyances and assurances, in the law, whatsoever, here-

COVENANTS AND PROVISORS.

tofore had, made, levied, acknowledged, suffered or executed, of the said annuity or yearly rent-charge of ——— or any part thereof, by or between the said parties to these presents, or whereunto they, or any of them, shall be parties or party, privies or privy, shall be and enure, and shall be adjudged, deemed, construed and taken, to be and enure, and so are and were meant and intended, and the full force and execution of the same, and of these presents, shall be and enure, for the more effectually exonerating and discharging, as well the said messuages or tenements and premises, hereinbefore mentioned, as the said *W. H.* for or in respect of the same premises, from the payment of the said annuity or yearly rent-charge of ——— and every part thereof, and to or for no other use, &c. *In witness, &c.*

** Proviso for reducing daughters portions in case they take to celibacy, &c.*

PROVIDED always, nevertheless, and it is hereby declared and agreed, by and between the said parties hereto, that if any daughter or daughters, younger son or younger sons of the said *C. D.* the son, on the body of the said *E. F.* to be begotten, shall, at any time or times hereafter, before he, she, or they, shall attain his, her or their age or respective ages of twenty-one years, be engaged in, or dependent upon, any society or community of people residing in parts beyond the seas, having made any solemn declaration to remain under such engagement or dependency unmarried, or shall, at any time or times hereafter, before he, she or they, shall attain his,

ner, or their age or respective ages of twenty-one years, as aforesaid, make any solemn declaration, or be under any obligation of celibacy, then, and in such case, the portion or portions of such daughter or daughters, younger son, or younger sons, shall be reduced to and be only ——— apiece and no more. *And* then, and in that case, the residue of the portion or portions, thereby intended for such daughter or daughters, younger son or younger sons, shall go to such daughter or daughters, younger son or younger sons, as shall not be engaged in or dependant upon any such society, or community of people, or who shall not make such solemn declaration, or be under such obligation of celibacy, as aforesaid; and shall vest in and be paid to such younger son or younger sons, daughter or daughters, respectively, at such ages, days or times, and with such benefit, or right of accruer or survivorship, between or among them (if more than one) as is hereinbefore mentioned, respecting his, her or their original portion or portions.

**Precaution against letting in the incumbrances of a remainder man upon the estate of a tenant for life who joins with him in a recovery.*

PROVIDED always, and these presents are upon this condition, nevertheless, that if the said *H. M.* his executors or administrators, shall not well and truly pay to the said *L. K.* the full sum of 1000000*l.* of lawful money of *Great Britain*, on or before the ———

day of ——— now next ensuing, then the only grant, bargain and sale, made by these presents, and the estate and interest of the said *H. M.* and his assigns, of and in all the said hereditaments and premises by these presents granted, bargained and sold, or expressed or intended so to be, shall from thenceforth cease, determine and be void. And then and in that case, it may and shall be lawful, to and for the said *L. K.* and his assigns, to enter into and upon all the said manors, &c. or any part thereof, in the name of the whole, and the same to have again, hold and enjoy, as in his or their former estate, any thing hereinbefore contained, to the contrary thereof in any wise notwithstanding. And it is hereby declared, that, until the said common recoveries shall be suffered; the rents and profits of the said hereditaments and premises, hereby granted, bargained and sold, or expressed or intended so to be, may and shall be received by the said *L. K.* or his assigns, for his and their own use and benefit.

** Proviso, &c. enjoining persons, to whom estates are limited in strict settlement, to take the name and use the arms of seller.*

PROVIDED always, and it is hereby agreed and declared, between and by the parties to these presents, that the person or persons whom the said *A.* shall marry; and every person who by virtue of the limitations hereinbefore contained, or of this proviso, shall become intitled to the possession, or to

he receipt of the rents and profits of the manors and other hereditaments hereby released, expressed and intended so to be, shall and do, within the space of one year next after they respectively shall so marry, or so become intitled to the possession, or to the rents and profits of the said manors and other hereditaments as aforesaid, take upon him and them respectively, and use in all deeds, letters, accounts, and other writings, whereto or wherein they respectively shall be party, or parties, or which they respectively shall sign, the surname of ——— only, and take and use no other surname; and quarter the arms of ——— with their own respective family arms; and also shall and do, within the space of one year next after they respectively shall so marry, or so become intitled, as aforesaid, apply, sue for, and endeavour to obtain an act of parliament, or a proper licence from the crown, or take such other means as may be requisite or proper to enable or authorize him, or them, respectively, to take and bear the said surname and arms: and that, in case any such person and persons shall refuse or neglect to take such surname and arms, and to take and use the steps, or means which shall be requisite and proper to enable and authorize him or them so to do, within the said space of one year; then, if the person so refusing or neglecting shall be the husband of the said A. the limitation hereinbefore contained, to the use of the said A. shall cease, determine, and be utterly void; and any annual sum, which by virtue of the power for that purpose hereinbefore contained, the said A. shall limit, or appoint, to the use of, or on trust for, or for the benefit of such husband so refusing or neglecting, and the powers, or re-

medies, and terms of years which she shall limit, or create for securing the same, shall cease, determine, and become utterly void; and that if the person so refusing, or neglecting, shall be any other than the husband of the said *A.* the limitation hereinbefore contained of the said manors and other hereditaments, to the use of him or them so refusing, or neglecting, shall cease, determine, and become utterly void: and that the same manors, and other hereditaments shall, in such cases, immediately thereupon go to the person next beneficially intitled in remainder, under the limitations hereinbefore contained, in the same manner as if the person or persons, whose estate shall so cease, determine, and become void, being tenant or tenants for life, was or were dead, or being tenant or tenants in tail, was or were dead without issue inheritable under such intail;—without prejudice, nevertheless, to any jointure or jointures, portion or portions, annual sum or annual sums of money, lease or leases, or demise or demises, which, previous to such cesser or determination, shall have been granted or demised of, or charged upon, the said manors and other hereditaments, hereby released, or expressed and intended so to be, or any part thereof, in pursuance of any of the powers hereinafter contained: (except as to any annual sum, and the powers, or remedies, and terms of years for securing the same, which shall have been granted, limited, or appointed, by the said *A.* in pursuance of the power hereinafter for that purpose contained). And it is hereby further agreed and declared between, and by, the parties to these presents, that the cesser or determination of the estate of the said *A.* or of any other tenant for life, by force of the

proviso hereinbefore contained, shall not operate to exclude, prevent, or prejudice, any of the contingent remainders hereinbefore limited to her, his, or their son or sons, daughter or daughters, or any other person or persons; but that the remainder limited to the said *C.* and *D.* and their heirs during the life of the said *A.* or such other tenant for life, shall, after such cesser or determination, take effect, and continue, for preserving such contingent remainders, and giving them effect as they may arise. And that immediately from and after such cesser or determination of such preceding estate for life, and during the suspense and contingency of such then expectant remainder, the said *C.* and *D.* their heirs and assigns, shall receive, pay and apply the rents and profits of the said manors and other hereditaments, which would belong to such tenant for life, if such cesser or determination had not taken place unto the person or persons, for the intents and purposes, and in the manner, to, for, and in which, the same rents and profits would be, or would have been payable and applicable respectively, under and by virtue of the limitations and provisos hereinbefore contained, in case such tenant for life was actually dead; so that immediately from and after such cesser or determination, the issue of the said *A.* or of such other tenant for life, intituled for the time being, under the limitations aforesaid, to the said manors and other hereditaments, in remainder immediately expectant on the decease of the said *A.* or of such other tenant for life, may be intituled to the rents and profits of the said manor and other hereditaments, for his and their own proper use and benefit respectively, during the life of the parent, as if such parent were

COVENANTS AND PROVISORS.

dead: and that in case no such issue be in existence, then, during the vacancy or contingency of such issue, the person next intitled for the time being, under the limitations aforesaid, to a vested remainder in the said manors and other hereditaments, expectant on the decease of the said A. or of such other tenant for life, and failure of such issue of her, or his body, shall and may be entitled to the said rents and profits for his and their proper use and benefit respectively, but without any exclusion of, or prejudice to the estate, interest, or right of any such issue, afterwards coming into existence, but only from the time of the birth of such issue respectively.

** Proviso for preventing a forfeiture of copyholds, when they are so intermixed with freeholds that they happen to be conveyed as such.*

PROVIDED always, and it is hereby declared and agreed, by and between all the said parties to these presents, that the grant, bargain and sale, so hereby made, and the said recoveries or either of them, so to be suffered as aforesaid, shall not, nor shall either or any of them be deemed to include, nor extend to pass or convey any customary or copyhold lands, tenements or hereditaments, whatsoever, in case any such are, or shall appear to be mentioned, described or contained, in the grant and bargain and sale hereby made, it being the intention and agreement of the parties to these presents, that no forfeiture shall be committed, for or in respect

of any copyhold lands, tenements or hereditaments, by the execution of these presents.

* *Deed of Covenant to produce title deeds.*

THIS Indenture, made, &c. between *W. H.* of, &c. Esq; of the one part, and *W. D.* the elder, of, &c. gent. of the other part. *Whereas* by indentures of lease and release, bearing date respectively, the lease the day before, and the release bearing even date herewith, and by a bargain and sale intended to be inrolled in Chancery, severally made or mentioned to be made between the said *W. H.* and *R. B.* gent. his trustee, of the one part, and the said *W. D.* of the other part, several pieces and parcels of arable land, lying and being in a certain field in, &c. were, for the considerations herein mentioned, granted, conveyed, bargained and sold, by the said *W. H.* and *R. B.* unto the use of the said *W. D.* his heirs and assigns, for ever, as by the said lease, release, and bargain and sale, reference being thereunto respectively had, will appear. *And whereas* the several deeds, evidences and writings, in the first schedule hereunto annexed, or hereunder written, mentioned and specified, do concern or relate not only to the title of the arable lands, meadow grounds and hereditaments, conveyed and assured to the said *W. D.* and his heirs, as aforesaid, but also to the title of divers other hereditaments in ——— aforesaid, the estate of the said *W. H.* of greater value than the said hereditaments and premises conveyed to the said *W. D.* *And whereas* the several

COVENANTS AND PROVISORS.

deeds, evidences and writings, mentioned and specified in the second schedule hereunder written, do relate to or concern the title of divers messuages, lands, tenements and hereditaments, situate and being at ——— which were lately granted and conveyed by the said *W. H.* unto *E. H.* Esq; and *I. B.* gent. his trustees and their heirs, in exchange for the arable land, meadow ground and premises, so conveyed to the said *W. D.* as aforesaid, and certain other hereditaments; which deeds, evidences and writings, mentioned and specified in the said two schedules, are now in the custody or power of the said *W. H.* and it is agreed between him and the said *W. D.* that the same shall be produced in manner hereinafter expressed. *Now this Indenture witnesseth,* that in pursuance of the said recited agreement, and in consideration of the premises, the said *W. H.* *Doth* hereby, for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *W. D.* his heirs and assigns, that he the said *W. H.* his heirs, executors, administrators or assigns, shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at the proper costs and charges in the law of the said *W. D.* his heirs or assigns, unless hindered or prevented by fire or other inevitable accidents, produce and shew forth, or cause to be produced and shewn forth, unto the said *W. D.* his heirs and assigns, or to his, their, or any part of their counsel, attornies, agents, solicitors, or at any trial or hearing in any Court of law or equity, or otherwise, as occasion shall be and require; (and also shall and will, at all times hereafter, at the like request, costs and charges, permit and suffer copies to be made and taken,

by any person or persons whomsoever, of All and every, or any of the several deeds, evidences and writings, mentioned and specified in the schedules hereunder written or hereunto annexed, or either of them, for the better evidencing, maintaining, defending and proving the title of the said *W. D.* his heirs and assigns, of, in and to the said arable land, meadow ground and premises, so conveyed, to the said *W. D.* his heirs and assigns, as aforesaid, or any part or parcel thereof. And also shall and will, in the mean time, keep and preserve the same deeds, evidences and writings, safe, undefaced, unobliterated and uncanceled, damage by fire or other inevitable accidents only excepted. *In witness,*
&c.

Of DECLARATIONS of TRUST.

THE law relating to Declarations of Trust will be more conveniently considered under the heads of SETTLEMENTS and USES. The form of this species of deed is as follows :

**Declaration of trust relative to a part of
a sum advanced on mortgage.*

WHEREAS by indentures of lease and release, by way of mortgage, bearing equal date with these presents, and made between *A. B.* of, &c. of the first part, *C. D.* of, &c. of the second part, and *D. E.* of, &c. of the third part, *All* those messuages, lands, &c. &c. together with all ways, waters, watercourses, easements, profits, privileges, liberties, commodities, advantages, emoluments, hereditaments and appurtenances, whatsoever, to the said messuages, lands, hereditaments and premises, belonging or in any wise appertaining, were in consideration of the sum of ——— therein mentioned to be paid by the said *A. B.* to the said *C. D.* granted and conveyed unto the said *A. B.* his heirs and assigns, *subject nevertheless* to the equity of redemption of the said *C. D.* his heirs, executors, administrators or assigns, on payment of the sum of ——— as aforesaid, and interest for the same as therein is mentioned, as in and by the said in part recited indenture of mortgage, reference being thereunto had, may more fully and at large appear. *Now know all men* by these presents, that I the said *A. B.* do hereby acknowledge and declare, that the sum of £—— part of the above mentioned principal sum of £—— so paid by me as aforesaid, and secured by the said indenture of mortgage as aforesaid, was and is the property of the said *D. E.* and that my name in the above recited indenture of mortgage with respect to the said sum of £—— (part of the said principal sum of £——) and the

DECLARATIONS OF TRUST.

2.

interest to grow due thereon is used only *in trust* for the said *D. E.* his executors, administrators and assigns. *In witness, &c.*

** Declaration of trust by an executrix and executor on receiving the purchase money for estates chargeable with legacies to infants.*

THIS Indenture made, &c. between *E. T.* of, &c. executor of the last will and testament of *W. T.* late of, &c. deceased, of the one part, and *R. R.* of, &c. of the other part. *Whereas* the said *W. T.* by his last will and testament in writing, bearing date, &c. did amongst other things give to his son *W. T.* at his age of twenty-one years, *All* his estate, both freehold and copyhold, in *Great Britain*, *To hold* to him, his heirs and assigns, subject (amongst other things) to the payment of the following legacies, viz. the sum of £—— to his daughter *E.* when she should attain the age of twenty-one years; and £—— to his daughter *S.* when she should attain her age of twenty-one years; and £—— to his son *E.* when he should attain his age of twenty-one years, and £—— to such children as his wife then was or should be ensient with at the time of his death; and he willed, that in case such child as his said wife should be ensient with, at the time of his death, should die before the age of twenty-one years, then that the said last mentioned sum should be divided among all his children, (except his said son *W.*) and he thereby gave all his personal estate, of what kind or nature soever, after payment of his debts, funeral expences,

DECLARATIONS OF TRUST.

and legacies given to his said wife, to be equally divided between his children, share and share alike. And of his said will appointed his said wife, and his brother *E. T.* executrix and executor. *And whereas* the said testator died after the making his said will without revoking or altering the same, leaving the said *E. T.* his widow, and the said *W. T.* his eldest son, and *E. T.* of, &c. aforesaid, Gent. his second son, and the said *E. T.* and the said *S. T.* his only daughters him surviving. *And* the said *E. T.* the widow was then enstent of a son, who was afterwards born and named *J. T.* and the said *J. T.* afterwards died an infant of tender years. *And whereas* the said *E. T.* spinster hath attained her age of twenty-one years, and hath received the portions or sums of money to which she was entitled under the said will of her late father, and all the interest thereof, and hath executed a release, or discharge for the same: *And whereas* the said *S. T.* under the said will of her said father is entitled to the sum of £—— for her original portion, and to the sum of £—— for her share or proportion of the said sum of £—— bequeathed to such enstent child as aforesaid, and the said *E. T.* is also entitled to the same as *S.* *And whereas* by indentures of lease and release, the lease bearing date the day next before the day of the date of the release, and the release bearing even date with these presents, and made or expressed to be made between the said *W. T.* the son, and *E. T.* widow of the one part, and the said *R. R.* of the other part. In consideration of the sum of £—— in the said indenture of release mentioned to be paid by the said *R. R.* to the said *W. T.* party thereto, and for the said considerations therein mentioned, the said *W. T.* and *E. T.*

Have granted and conveyed a messuage or tenement, and certain freehold lands and hereditaments therein mentioned and described, late of the said *W. F.* deceased, unto and to the use of the said *R. R.* his heirs and assigns. *And* for the considerations aforesaid, the said *W. T.* party thereto by the said Indenture of release, *Hath* covenanted to surrender a customary or copyhold messuage or tenement and certain copyhold lands and hereditaments therein mentioned and described, late also the estate of the said *W. T.* deceased, situate in — aforesaid, held of the manor of — in the said county of — *To the use* of the said *R. R.* his heirs and assigns; and by indenture of three parts also bearing even date with these presents, and made or mentioned to be made, between the said *E. T.* widow, and *E. F.* of the first part, the said *W. T.* and *E. T.* the sons, and *E.* and *S. T.* spinsters, the daughters of the aforesaid *W. T.* deceased, of the second part, and the said *R. R.* of the third part; in consideration of the sum of £ — therein mentioned to be paid by the said *R. R.* to the said *E. T.* widow, and *E. F.* of, &c. *And* for the said considerations therein mentioned; they the same *E. T.* and *E. F.* *Have* assigned to the said *R. R.* his executors, administrators and assigns, a parcel of land therein mentioned, with the appurtenances, situate in — aforesaid, being part of the personal estate of the said *W. T.* deceased. *To hold* the same to the said *R. R.* his executors, administrators, and assigns, for the residue and remainder of a term of — years therein to come and unexpired. *And whereas* the said *E. T.* the son, and *S. T.* are still under the age of twenty-one years, until, &c. *And*

DECLARATIONS OF TRUST.

whereas the said several premises so purchased by the said *R. R.* as aforesaid, are subject unto and charged or chargeable with the payment of the said several portions or sums of money to which the said *E. T.* the son, and *S. T.* are respectively entitled, as herein before is mentioned. And in regard the said *E. T.* and *S. T.* cannot, during their respective minorities execute effectual releases or discharges for the said several portions or sums, it was, previous to the sale of the said premises to the said *R. R.* agreed, that the sum of £—— being the amount of the said several sums to which the said *E. T.* the son, and *S. T.* are so respectively entitled, should be retained by the said *R. R.* out of the said purchase money, upon his entering into a bond or obligation for securing the payment thereof with interest at the times and in manner herein after for that purpose mentioned, and by a bond or covenant in writing, bearing even date with these presents, the said *R. R.* is become bound to the said *E. T.* widow, and *E. F.* of, &c. in the penalty of ——— with conditions thereunder written for making void the same on payment by the said *R. R.* his heirs, executors, or administrators, of the said sum of £—— and the interest thereof (such interest to be paid half yearly) at the time and in manner following, viz. the sum of £—— being a moiety thereof, with interest for the same moiety, payable as aforesaid on the — day of ——— next ensuing the date thereof, and of these presents, and the like sum of £—— being the said moiety or half part thereof, together with such interest for the said last mentioned moiety also payable as aforesaid on the — day of ——— which

DECLARATIONS OF TRUST.

2

will be in the year of our Lord ——— Upon the trusts, and for the intents and purposes, and subject to the provisos and agreements expressed, declared, and contained, of and concerning the same, in and by a certain indenture intended to bear even date therewith, and to be made between the said *E. T.* and *E. F.* parties hereunto of the one part, and the said *R. R.* of the other part (meaning this present indenture). *Now this indenture witnesseth*, that in consideration of the premises, and in pursuance of the aforesaid agreement in this behalf, it is hereby covenanted, declared, and agreed upon by and between the said parties to these presents, and particularly the said *E. T.* and *E. F.* parties hereunto, do hereby declare and agree that they the said *E. T.* and *E. F.* and the survivor of them, and the executors, administrators and assigns of such survivors shall and will stand possessed of and interested in the said sum of £—— and the interest thereof, and every part thereof respectively, upon the trusts, for the intents and purposes, and subject to the provisos and agreements herein after expressed, declared, and contained, of and concerning the same, viz. as to the sum of £—— being a moiety of the said principal sum of £—— and the interest thereof *, *in trust for the said S. T. until she*

* Though the legacy would not be vested as that in case of her death it should go to her representatives, yet during her minority she would be entitled to the interest of it, this being an exception to the general doctrine made in favour of children or even grand-children; but it does not hold as to brothers or collaterals. It is therefore very properly declared to be in trust for her till *she attains* twenty-one; though if this exception were not admitted, and her title did not take place to any purpose till she was twenty-one, it ought to have been in trust for all entitled to the personal estate under the will.

DECLARATIONS OF TRUST.

shall attain her age of twenty-one years, or shall die under that age, or shall neglect or refuse to execute such deed or deeds as hereinafter is or are mentioned. And in case the said S. T. shall attain her age of twenty-one years, and shall execute such deed or deeds as aforesaid, then upon trust to pay the said sum of £— and all interest accrued due in respect of the same, to the said S. T. or her assigns, for her and their own use and benefit. And in case the said S. T. shall die under the age of twenty-one years, then that they the said E. T. and E. F. and the survivor of them, and the executors, administrators, and assigns of such survivor, shall stand possessed of and interested in the said sum of £— and all interest accrued due and to become payable in respect of the same, in trust for such person or persons as shall be entitled thereto under or by virtue of the said will of the said W. T. deceased. And as to the like sum of £— being the other moiety of the said principal sum of £— in trust for the said E. T. the son, until he shall attain his age of twenty-one years, or shall die under that age, or shall neglect or refuse to execute such deed or deeds as aforesaid. And in case the said E. T. the son shall attain his age of twenty-one years, and shall execute such deed or deeds as aforesaid, then upon trust to pay the said last mentioned sum of £— and all interest due in respect of the same, to the said E. T. the son, or his assigns, for his and their own use and benefit, &c. &c. &c. Provided nevertheless, and it is hereby declared and agreed upon by and between the said parties to these presents, that in case the said S. T. shall attain her age of twenty-one years, and shall for the space of six calendar months then next ensuing,

DECLARATIONS OF TRUST.

241

neglect or refuse to execute or join in executing any deed or deeds which shall or may be necessary or expedient for effectually releasing and discharging the said several premises so purchased by the said *R. R.* as aforesaid, and the several tenants, proprietors and occupiers thereof, of and from the payment of the said sum of £—— to which the said *S. T.* is entitled, and the interest thereof, and every part thereof respectively, and of and from all claims and demands in respect of the same, upon tender being made by the said *R. R.* his heirs or assigns unto the said *S. T.* of the said sum of £—— and of the interest accrued due thereon, and of such deed or deeds for execution, then and in such case it shall and may be lawful to and for the said *R. R.* his heirs, executors, and administrators, to retain the said sum of £—— without being afterwards answerable for or obliged to pay any interest for or in respect of the same, in order to indemnify him the said *R. R.* his heirs, executors, administrators, and assigns, of and from the payment of the said sum of £—— and all claims and demands in respect of the same; *provided also, &c. (Similar proviso with respect to E. T's. attaining twenty one, &c.)* the said herein before received bond or obligation, or any thing therein contained to the contrary thereof in any wise notwithstanding. *In witness, &c.*

Of A DEFEASANCE.

A Defeasance is “ a condition relating to an obligation, recognizance, statute, or the like, which, when performed, defeats or undoes it.” *Co. Lit.* 236.^b It differs from the common condition which we have before spoken of, (as inserted at the foot of a bond) only in this, that whereas a condition is always inserted in the deed itself, the other, though between the same parties, is made by a separate, and frequently by a subsequent instrument. *Ibid* 237^a.

A defeasance, being a deed between two obligors and the obligee, in a bond, to declare that a warrant of attorney also given is only for the same sum, and on payment to deliver both up; or if judgment entered, satisfaction to be acknowledged.

THIS indenture made, &c. between A. A. of &c. of the one part, and E. E. and F. E. both of, &c. of the other part. *Whereas, &c.* (recite bond from E. E. and F. E. to A. A. for securing £—— and interest) *And whereas the said*

E. E. and *F. E.* have on the day of the date hereof sealed and executed a warrant of attorney to confess judgment against them in the court of Common Pleas at *Westminster*, as of *Easter* term next ensuing the date hereof, or of any other subsequent term, in an action of debt for 800*l.* at the suit of the said *A. A.* to be thereupon forthwith entered up against them the said *E. E.* and *F. E.* of record, for the said sum of 800*l.* besides costs of suit, as by the said recited bond or obligation and warrant of attorney, relation being thereunto respectively had, may appear: *And whereas* the said recited warrant of attorney so sealed and executed by them the said *E. E.* and *F. E.* to confess judgment against them as aforesaid, and the said judgment to be thereupon entered up against them as aforesaid, are so sealed and executed to be entered up as aforesaid only as a further security to the said *A. A.* his executors, administrators, and assigns, for securing to him and them the payment of the said principal sum of 400*l.* and lawful interest for the same, on the — day of — according to the true intent and meaning of the said recited bond or obligation: *Now therefore this indenture witnesseth*, and it is hereby declared and agreed by and between the said parties to these presents, and the said *A. A.* for himself, his heirs, executors and administrators, doth hereby covenant and agree to and with the said *E. E.* and *F. E.* their heirs, executors and administrators, that if the said *E. E.* and *F. E.* or either of them, their or either of their heirs, executors or administrators, do and shall well and truly pay or cause to be paid unto the said *A. A.* his executors, administrators or assigns, the said principal sum of 400*l.* and lawful interest for the same, in the mean

DEFEASANCES.

time, and until payment thereof, on the said _____ day of _____ according to the true intent and meaning of the said condition of the said recited bond or obligation, and in discharge and satisfaction of the same bond and condition thereunder written, then the said *A. A.* his executors, administrators or assigns, shall and will not only deliver up unto the said *E. E.* and *F. E.* or one of them, their or one of their heirs, executors or administrators, the said recited bond or obligation, and the said recited warrant of attorney, (in case judgment shall not in the mean time be entered up thereupon) to be cancelled, but also shall and will (in case judgment shall have been then entered up as aforesaid) upon the request, and at the costs and charges of the said *E. E.* and *F. E.* or either of them, their or either of their heirs, executors or administrators, cause or procure satisfaction to be acknowledged on record on the said judgment; but if default be made in payment of the said sum of £—— and the interest thereof, or of any part thereof, in form aforesaid, then not only the said recited bond or obligation, but also the said warrant of attorney, and the said judgment thereupon to be entered up as aforesaid, to remain in full force and effect. *In witness, &c.*

A defeasance of an agreement in marriage articles to pay an additional portion; the same hereby declared to be void upon contingencies.

THIS indenture tripartite, &c. between A. A. of _____ of the first part, C. C. of _____ of the second part, B. B. of _____ of the

third part. *Whereas* in and by indenture *tri-*
partite, bearing even date herewith, and made,
or exprest to be made between the said *A. A.*
of the first part, and the said *B. B.* and *C. C.*
of the second part, and the said *C. C.* and *H. C.*
daughter of the said *C. C.* of the third part,
reciting a marriage intended by the permission
of God to be shortly had and solemnized be-
tween the said *A. A.* and the said *H. C.* the
said *C. C.* in consideration thereof, and of the
settlement therein covenanted to be made on
the part of the said *B. B.* and *C. C.* their exe-
cutors and administrators, that in case the
said intended marriage should take effect, he
the said *C. C.* his heirs, executors or admini-
strators, should and would, at the end of one
year next ensuing the date of the same inden-
ture, pay or cause to be paid unto the said
A. A. his executors or administrators, the sum
of £—— &c. over and above the sum of
£—— therein exprest or agreed to be
paid to the said *A. A.* by the said *C. C.* upon
or before the solemnization of the said intend-
ed marriage; and also should and would, at
the end of two years next ensuing the date of
the said indenture, pay or cause to be paid
unto the said *A. A.* his executors or admini-
strators, the further sum of £—— of like
money, to complete and make up the portion
of the said *H. C.* the full sum of £—— as
by the same indenture, (relation being there-
unto had,) may more fully appear: *Now this*
indenture witnesseth, that it is hereby declared
and agreed by and between the said parties to
these presents, and the said *A. A.* doth hereby
acknowledge, testify and declare, that al-
though by the words of the said recited cove-
nant the said several sums of £—— and
£—— are in all events to be paid at the

respective times herein mentioned, yet it was not so intended by the said parties to the said recited indenture, but that the same sums are to be paid upon the respective contingencies following, and not otherwise; that is to say, the first of the said sums of £—— is to be paid at the end of one year next ensuing the date of the said recited indenture, if the said C. C. shall so long continue in his present office or place of (*here the office is mentioned*), and the other of the said sums of £—— is to be paid at the end of two years next ensuing the date of the same indenture, if he shall so long continue in his said office or place, and not otherwise, or in any other manner. *And* therefore it is hereby agreed, that if the said C. C. shall not hold and enjoy the said office or place to the full end and expiration of one year next after the date of the same indenture, then and in such case the said recited covenant, and the several sums of money thereby covenanted to be paid, shall wholly cease and be void, and not be paid or payable: and if the said C. C. shall hold and enjoy his said office or place to the end of such year, but shall not hold and enjoy the same to the end of two years next ensuing the date of the said recited indenture, then the said last mentioned sum of £—— shall cease, and not be paid or payable; any thing in the said recited covenant to the contrary notwithstanding. *In witness,* &c.

*Of DEMISE and RE-
DEMISE.*

A Demise, and re-demise is a conveyance constituted of two distinct instruments, by which mutual demises, or leases, are made by two persons of either the same land, or of something issuing out of it, as an annuity by way of *rent charge*, and indeed it is for the purpose of securing this sort of annuity that it is principally used.—The method of doing which is for the grantor of the rent charge to demise the land out of which it is to be payable to the grantee of the annuity for a term of years, or for life, at a peppercorn rent, and the grantee then re-demises the same premises to the grantor, at the yearly rent of the annuity agreed to be secured, with the usual covenants in leases, for the payment of rent, &c.

This mode of securing the payment of annuities being now, however, pretty generally superseded by those we have inserted under the head of “ Grants ” it would be improper to swell a SELBCTION of the present nature with the forms of this obsolete conveyance; we shall therefore proceed to the deed of ENFRANCHISEMENT.

Of AN ENFRANCHISEMENT.

AN enfranchisement, according to its general acceptation, is the act of enfranchising or discharging the estate of a copyholder from its copyhold tenure, and from the rents and services incident thereto by custom, prescription, or otherwise. It is commonly effected either through the medium of a fine, feoffment, lease and release, or a bargain and sale enrolled, when it is called an enfranchisement *express*; but it may nevertheless arise by *implication*, but that being a subject not within the compass of our plan to consider, for further elucidations we refer to *Co. Lit.* 204, 5, 6. and authorities there cited.

Deed of enfranchisement.

THIS indenture, made &c. *Between A. B. of, &c. C. D. of, &c. E. F. of, &c. and G. H. of, &c.* (which said *A. B. C. D. E. F. and G. H.* are devisees in trust, named in the last will and testament of *I. K.* late of, &c. deceased, of the first part, *I. K.* of, &c. only son of the said beforenamed *I. K.* and a de-

vicee, named in his said will, of the second part, and *L. M.* of, &c. of the third part. ~~Whereas~~ the said *I. K.* deceased, was at the time of his signing and publishing his last will and testament, and at the time of his decease lord of the manor of ——— and the said *L. M.* is seized of the closes or parcels of land, and other hereditaments herein after mentioned, for an estate of inheritance, to him and his heirs; and the said closes or parcels of land, and other hereditaments, are held of the lord of the said manor of ——— at the will of the lord, according to the custom of the said manor by the rents and services therefore due and of right accustomed. *Now* ^{Considera-} *this indenture witnesseth*, that in consideration of the sum of £—— of, &c. at or before the sealing and delivery of these presents, by the said *L. M.* paid to the said *A. B. C. D. E. F.* and *G. H.* with the consent and approbation of the said *I. K.* (testified by his being a party to and sealing and delivering these presents) the receipt of which said sum of £—— they the said *A. B. C. D. E. F.* and *G. H. Do*, and each and every of them *Doth* hereby acknowledge, and of and from the same and every part thereof *Do*, and each and every of them *Doth* acquit, release, and discharge the said *L. M.* his heirs, executors, administrators, and assigns, for ever, by these presents, and in consideration of £—— of like lawful money by the said *L. M.* to the said *I. K.* party hereto, paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, they the said *A. B. C. D. E. F.* and *G. H.* at the request and by the direction of the said *I. K.* and upon the acceptance of the said *L. M.* (testified as afore-

tion.

Trustees
bargain and
sell.

and the
Lord
grants, &c.

mised, released, and quit claimed, and by these presents *D^{ts}*, and each and every of them *D^{ts}* bargain, sell, discharge, remise, release, and quit claim, and the said *I. K.* party hereto, *bath* fully, clearly, and absolutely granted, bargained, sold, discharged, remised, released, and for ever quit claimed, and by these presents *D^{ts}* fully, clearly and absolutely grant, bargain, sell, discharge, remise, release, and for ever quit claim, unto the said *L. M.* and his heirs, all, &c. situate, lying, and being in _____ aforesaid, and held of the the lord of the said manor of _____ at the will of the said lord according to the custom of the said manor by copy of court roll; and all heriotts, duties, suit and service of court, and all other customs and services due and payable, or hereafter to become due or payable for or in respect of the same premises, (save and except as hereinafter is mentioned) and all the seignior, estate, right, title, interest, claim and demand whatsoever, of him the said *I. K.* as lord of the said manor of _____ of, in, to, from, out of, or upon the said closes and premises hereby released, or any of them. *To have and to hold* the said closes or parcels of land, hereditaments, and all and singular other the premises hereby released or expressed, and intended so to be, and every of them, and every part thereof, with their appurtenances, unto the said *L. M.* his heirs and assigns, *To and for the only proper use and behoof* of the said *L. M.* his heirs and assigns for ever, *To the intent and purpose*, and so that he the said *L. M.* his heirs and assigns, may for ever hereafter hold and enjoy the said closes or parcels of land, hereditaments, and all and singular other the premises hereby released, or expressed and intended so to be, and

To hold

To the use
of tenant in
fee.
To the in-
tent to en-
franchise.

every of them, and every part thereof, with their appurtenances, absolutely freed and discharged of and from the said copyhold tenure, and of and from all rents, payments, heriotts, suits, customs, and services incident thereto, by custom, prescription, or otherwise howsoever, to be rendered or performed to the lord of the said manor of ——— for the time being, for or in respect of the premises hereby released, of any of them, save and except the yearly rents, or yearly payments now due or payable for or in respect of the same closes of land, hereditaments, and premises, or any part or parts thereof. *And this indenture further witnesseth*, that for the considerations aforesaid, they the said *A. B. C. D. E. F. and G. H. and I. K.* party hereto, *Do* hereby severally and respectively covenant, promise, grant, and agree to and with the said *L. M.* and his heirs, that they the said *A. B. C. D. E. F. and G. H. and I. K.* shall and will as of ——— term next ensuing the date of these presents, or some other subsequent term, acknowledge and levy in due form of law, before the justices of his Majesty's court of Common Pleas at Westminster, unto the said *L. M.* and his heirs, one or more fine or fines *sur conuzance de droit come ces*, &c. to be engrossed, recorded, and sued forth with proclamations, according to the usual course of fines in the said court of Common Pleas at Westminster, and the form of the statute in that case made and provided, of the said closes or parcels of land, hereditaments and premises hereinbefore released, or expressed and intended so to be, with the appurtenances thereto belonging, by such apt, proper, and convenient name and names, quantity and qualities of land, and other descriptions, to

Covenant
to levy a
fine.

comprise and ascertain the same, as shall be thought sufficient and requisite in that behalf. And it is hereby agreed and declared between and by the parties to these presents, to be their and each and every of their true intent and meaning, that the said fine or fines so as aforesaid or in any other manner, or at any other time, to be had, levied, and executed, of the said closes or parcels of land, and other hereditaments, or any part or parcel thereof, shall be and enure, and shall be adjudged, construed, deemed and taken to be and enure. *In the first place* for enfranchising the said closes, hereditaments, and premises of and from the said copyhold tenure in manner aforesaid, and according to the true intent and meaning of these presents; *And in the next place* in conveying, assuring and confirming the said closes, hereditaments, and premises so freed and discharged as aforesaid, unto and *To the use and behoof* of the said L. M. his heirs and assigns for ever. *Provided always* and it is the true intent and meaning of these presents, that nothing herein contained shall enfranchise, acquit or discharge any tenements or hereditaments held of the lord of the said manor of ——— other than and except the closes or parcels of land, hereditaments and premises herein-before particularly mentioned and hereby released, or expressed, and intended so to be, of and from the said copyhold tenure, or from any rents, payments, hereditaments, suits, customs, or services incident thereto, or to be rendered or performed in respect thereof. *Provided also*, and it is hereby further agreed and declared between and by the parties to these presents, that nothing herein contained shall discharge the said closes, hereditaments, and premises hereby released or

Proviso
that no
other lands
shall be
enfranchised.

Neither
shall the
premises
enfranchised be
discharged

pressed and intended so to be, or any of ^{of the year-}
 em, or any part thereof, of and from the ^{ly rents due}
 arly rents or yearly payments, now payable ^{for the lands}
 r or in respect of the said closes or premises, &c.

any of them, or any part thereof, but
 at the said closes, hereditaments and premi-
 s shall continue subject and liable to the
 yment thereof, and that the said lords of

e. said manor of ——— and their heirs

and assigns, lords or ladies for the time being,

the said manor of ——— shall have such

and the like powers of distraining for the same

when in arrear, as landlords have for rent

served on common demises, or leases for

years: *And* the said *A. B.* so far as relates to

her own acts and deeds, *Doth* for herself, her

heirs, executors, administrators, and assigns;

and the said *C. D.* so far as relates to her own

acts and deeds, *Doth* for herself, her heirs,

executors, administrators and assigns, and the

said *E. F.* so far as relates to his acts and deeds,

Doth for himself, his heirs, executors, ad-

ministrators, and assigns, and the said *G. H.*

so far as relates to his acts and deeds, *Doth*

for himself, his heirs, executors, administra-

rs and assigns, covenant and declare with

and to the said *L. M.* his heirs and assigns by

these presents, that the said *A. B. C. D. E. F.*

and *G. H.* have not at any time or times here-

fore, made, done, committed, or executed,

wittingly or willingly permitted or suffered

any act, deed, matter, or thing, whereby or

reason or means whereof the closes of land,

hereditaments and premises hereby released,

any of them, or any part thereof, are, is,

in, shall, or may be in any wise chargeable,

charged, or encumbered in title, estate, or

otherwise howsoever. *And* the said *I. K.*

party hereto, *Doth* for himself, his heirs, ex-

Covenant
 against in-
 cumbrances.

Covenant
 for further
 assurance.

ENFRANCHISEMENT.

ecutors, and administrators, covenant, promise and agree with and to the said *L. M.* his heirs, and assigns, by these presents, that for and notwithstanding any act, deed, matter or thing whatsoever, the said closes of land, hereditaments and premises hereby released or expressed, and intended so to be, are or shall be by these presents, and the fine so covenanted to be levied as aforesaid, well and completely enfranchised to all intents and purposes whatsoever, and that the said *I. K.* party thereto, his heirs or assigns, and all persons having or claiming, or who hereafter shall have, or claim any estate, right, title, or interest in, to, from, out of, or upon the premises hereby released or expressed and intended so to be, shall and will make, do, and execute, or cause and procure to be made, done or executed, all such further and other acts, deeds, matters, and things, discharges, conveyances and assurances, whatsoever, for the further, better, and more perfectly and absolutely enfranchising the said closes or parcels of land, hereditaments and premises, as by the said *L. M.* or his heirs and assigns, or his or their counsel in the law shall be reasonably advised, or devised and required. *In witness, &c.*

Of AN EXCHANGE.

AN Exchange is a mutual grant of equal interests, the one in consideration of the other. And in order to constitute a good exchange it appears to be material that the word "exchange" should be used in the instrument, for this word is so appropriated by law to this case as that it cannot be expressed by any periphrasis or circumlocution." *Co. Lit.* 50.^b By equality of interest it is not meant that the estates exchanged must be of equal *value*, but of equal *quantity*, as fee simple for fee simple—a lease for twenty years for a lease for twenty years, &c. *Ibid.*

A deed of exchange has, as incident to the word "exchange," a condition, and a warranty in law annexed to it, viz. a condition to give re-entry upon the land given in exchange if the party be ousted, and a warranty enabling him to recover back so much of his own land as he may lose for want of title to that taken in exchange. 4 *Co.* 121. And on this implied condition and warranty is

founded another rule in respect to this instrument, namely, that it cannot be made between more than *two* persons, for if there could be three parties, each would be liable for the default of another's title. See *Co. Lit.* 50^b. n. (1).

No livery of seisin is necessary to give possession in respect of this species of conveyance, "for each party stands in the place of the other, and occupies his right, and each of them has already had corporeal possession of his own condition." But it is necessary that each party should enter upon the land taken in exchange, otherwise (for want of the notoriety required at common law) the exchange will be void on the death of either of the parties. See 2 *Black. Com.* 323, *Co. Lit.* 50^b. And more concerning this species of conveyance, see *Perk. f.* 288. *Lil. Conv.* 144. *Shep. Touch. c.* 16. 2 *Pow. Wnd.* 658. *Co. Lit.* 50. in *notis.* See also the observations subjoined to the next precedent.

** A deed of exchange.*

THIS indenture, made, &c. Between J. E. of, &c. and S. D. of, &c. of the one part, and F. G. of, &c. of the other part. *Whereas* a certain piece or parcel of land containing by admeasurement — situate and being in — hath lately been inclosed and fenced off from the other part of the said field — which belongs to the inhabitants and parishioners of the parish of — and the other part thereof belonging to the said J. E. and S. D. who are seized thereof as tenants in common, in fee, in the proportions or shares hereinafter mentioned, (viz.) the said J. E. is seized in fee of and in two undivided three-parts, the whole into three equal parts to be divided, of and in the said — lying within the said piece or parcel of land so lately inclosed, and the said S. D. is seized in fee of and in the other remaining third part of the same — and the residue or remainder of the said lately inclosed piece or parcel of land, being — belonging to the said F. G. who is solely seized in fee-simple of and in the said — *And whereas* the said J. E. and S. D. are also seized as tenants in common in fee-simple, of and in several pieces or parcels of land, containing in the whole by admeasurement — lying dispersedly in the said field, called — in such proportions or shares as hereinafter mentioned, viz. the said J. E. is seized in fee-simple of and in two undivided three parts of and in the said several last mentioned pieces or parcels of land, containing, &c. and the said S. D. is seized in fee-simple of and in the other remaining one undivided third part of

EXCHANGE.

the same last mentioned piece or parcel of land. *And whereas* the said *J. E.* and *S. D.* have requested the said *F. G.* to exchange the said ——— of which he is so seized as aforesaid, lying and being within the said piece or parcel of land so lately inclosed as aforesaid, for and in lieu of the said several pieces or parcels of land, of which the said *J. E.* and *S. D.* were so seized as aforesaid, lying dispersedly in the said common field, called, &c. which the said *F. G.* hath agreed to do. *Now this indenture witnesseth*, that in pursuance of the said agreement, and for making and perfecting the said intended exchange, and as well in consideration of, and in exchange for, the lands and tenements herein after by these presents granted and released to the said *J. E.* and *S. D.* by the said *F. G.* as herein after is expressed, as of the sum of ——— to the said *J. E.* and *S. D.* paid by the said *F. G.* they the said *J. E.* and *S. D.* *Have*, and each of them *Hath* granted, bargained, sold, aliened, released and confirmed, and by these presents *Do*, and each of them *Doth* grant, &c. unto the said *F. G.* (in his actual possession, &c.) and to his heirs, *All* those several pieces or parcels of land, &c. of which the said *J. E.* and *S. D.* are seized between them in fee-simple, as tenants in common in the several shares or proportions aforesaid, together with all ways, &c. and the reversion, &c. and all the estate, &c. *To have and to hold* the said pieces, &c. hereby granted and released, or mentioned, or intended so to be, unto the said *F. G.* and his heirs, *To the only proper use and behoof* of the said *F. G.* his heirs and assigns for ever, for and in exchange of and for the several pieces or parcels of land with

the appurtenances hereinafter by these presents granted and released by the said *F. G.* unto the said *J. G.* and *S. D.* as hereinafter is expressed. *And this indenture further witnesseth*, that in further pursuance of the said agreement, and for making and perfecting the said intended exchange, and as well in consideration of and in exchange for the said lands and hereditaments, hereinbefore by these presents granted and released by the said *J. G.* and *S. D.* to the said *F. G.* as aforesaid, as of the sum of — the said *F. G.* by the said *J. E.* and *S. D.* He the said *F. G.* Hath granted, bargained, sold, aliened, released and confirmed, and by these presents *Doth* grant, &c. unto the said *J. E.* and *S. D.* (in their actual possession, &c. and to their heirs, *All*, &c. together with all ways, &c. and the reversion, &c. and all the estate, &c. *To have and to hold*, &c. hereby granted and released by the said *H. G.* or mentioned or intended so to be, unto the said *J. E.* and *S. D.* and their heirs, *As* to two undivided third parts thereof (the whole into three parts to be divided) *To the only use and behoof* of the said *J. E.* and his heirs and assigns for ever. *And* as to the other or remaining one equal undivided third part thereof, *to the only use and behoof* of the said *S. D.* and of his heirs and assigns for ever, for and in exchange of and for the several pieces and parcels of lands and hereditaments, hereinbefore granted and released by the said *J. G.* and *S. D.* to the said *F. G.* as aforesaid. (*Covenant from J. E. with F. G. for quiet enjoyment.*) *And* the said *J. E.* and his heirs two undivided third parts (the whole into three equal parts to be divided) of and in the several pieces or parcels of land hereby granted and released to the said *F. G.* by the

EXCHANGE.

said J. E. and S. D. or mentioned to to be, as
afore said, with the appurtenances, unto the
said F. G. his heirs and assigns, against him
the said J. E. his heirs and assigns, and against
all and every other person and persons whom-
soever, shall and will warrant, and for ever
defend by these presents, (*The like covenant
from S. D. with warranty, and covenant from
E. G. with J. E. and S. D. for quiet enjoyment
with warranty.*)

§ 8 An Exchange may be effected without
livery of seizin, or without the aid of a lease
and release, by a mere deed of exchange; but
then it requires to be executed and perfected
by the entry of the parties in their life time.
To avoid all doubts and questions in regard
to this (which may after arise, in case either
of the parties dies soon after the execution of
the deed). I generally chuse to make the ex-
change by release grounded on a lease for a
year, or by fine or by feoffment, with livery
of seizin, or bargain and sale inrolled, be-
ing the most easy and ready modes. There
should be three parts of the present deed of
lease as well as of the release. The lease for a
year; as well from E. and D. to G. as from
G. to E. and D. may be comprised in one deed,
which E. and D. may bargain and sell the
lands to G. for a year, in the usual way, to
the intent and purpose that by virtue of these
presents, viz. of the lease for a year, and of
the statute for transferring uses into possession,
G. may be in the actual possession of the pre-
mises bargained and sold by E. and D. and be
thereby enabled to accept and take a grant and

release of the reversion; freehold and inheritance thereof, in exchange for the pieces of land, &c. hereinafter, viz. in the lease bargained and sold by G. to the said E. and D. Then in the same deed follows the bargain and sale for a year, from G. of his lands to E. and D. to the intent &c. that E. and D. may be in the actual possession thereof, and thereby be enabled to accept and take a grant and release of the reversion, freehold and inheritance thereof, in exchange for the pieces of land, &c. hereinbefore (viz. in the lease for a year) bargained and sold by E. D. to G. My advice is always, in all cases of lease and release, to have the lease and release tacked together at one of the lower corners, which prevents their separation, or the loss of the lease for a year.

Of A FEOFFMENT.

THIS is an ancient mode of conveyance by which our ancestors used to transfer an estate of freehold, but it is now almost entirely superseded by the modern conveyance by lease and release, on account of the inconvenience of livery of seisin inseparably incident to it. However, as it is still a valid and formal conveyance, and in some respects does even excel the conveyance by fine and re-

FEOFFMENT.

covery, by reason of the livery of seisin, which cleareth all disseisins, abatements, intrusions, and other wrongful and defeasible titles, and reduces the estate clearly to the feoffee where the entry is lawful, we shall not therefore wholly pass it over, though it will not be required from us, in a work of this nature, to enter particularly into its properties and incidents, or to swell our collection with useless precedents of its form.

The mode of acquiring a fee simple by a termor, by feoffment, fine and non-claim.

**Assignment of the term to guard against a forfeiture.*

THIS Indenture of four parts, made, &c. between H. M. of, &c. widow, and relict of N. M. Esq; late of, &c. deceased, and also a widow and relict, and a devisee and the surviving executrix, named and appointed in and by the last will and testament of R. T. late of, &c. her first husband, deceased, of the first part, W. T. of, &c. only son and heir at law, and also a devisee named in the last will and testament of the said R. T. of the second part, J. S. of, &c. of the third part, and A. B. of, &c. of the fourth

N. B. This deed to be executed and bear date before the feoffment.

part. *Whereas*, in and by a certain indenture of mortgage, bearing date on or about the — day of — and made or expressed to be made between *H. T.* as therein described, of the one part, and *A. H.* as therein also described, of the other part, *It was witnessed*, that for the considerations therein mentioned, the said *H. T.* did bargain, sell, and demise unto the said *A. H.* All that the messuage or tenement, hereditaments and premises, therein and hereinafter particularly mentioned and described, and intended to be hereby granted and assigned, *To hold* the same unto the said *A. H.* her executors, administrators and assigns, from the date thereof, for the term of 1000 years, without impeachment of waste, subject to redemption on payment, by the said *H. T.* to the said *A. H.* her executors, administrators or assigns, of the sum of — at the days, and time, and in manner therein in that behalf mentioned. *And whereas* various erections and buildings, or other improvements, have been erected and built on the said premises, and the same, by divers mesne assignments in the law, or otherwise, became vested in the said *R. T.* deceased; for the residue and remainder of the term of 1000 years. *And whereas* the said *R. T.* duly made and published his last will and testament in writing, bearing date, &c. whereby, after reciting that he had, in consideration of the marriage with *H.* his wife, and of her estate and fortune which he became intitled to in virtue of such marriage, settled upon and secured to her the clear annual sum of — for life, payable out of his estates therein mentioned; but if she should think fit and make it her choice to relinquish all claim under the said settlement, he did in such

FEOFFMENT.

case, and in lieu thereof, give and bequeath unto his said wife, (now the said *H. M.*) among other things, the leasehold messuage wherein he then dwelt, at ———— aforesaid, with the outhouses, orchards, gardens and appurtenances, for the term of her natural life; and, after his said wife's decease, he gave, devised and bequeathed, *All* his freehold, copyhold, and leasehold estate, in the counties of, &c. to his executrix and executor, *In trust* for *W. H.* then an infant of about ———— years of age, his heirs, executors and administrators, with divers devises over after the decease of his said son before the age of 21 years, and he thereby appointed his said wife and *J. T.* joint executors of his said last will and testament, and guardians to the said *W. T.* during his minority. *And whereas* the said testator soon afterwards departed this life, without altering or revoking his said recited will. *And whereas* the said executors duly proved the said will in the Prerogative Court of *Canterbury*, and took upon themselves the execution thereof, as in and by the said will, or the probate thereof, reference being thereunto respectively had, will more fully appear. *And whereas* the said *J. T.* since departed this life. *And whereas* the said *W. T.* has long since obtained his age of 21 years, and the said *H. T.* hath relinquished all claim under the said recited settlement, pursuant to the will of the said *R. T.* her husband. *And whereas* the said *J. S.* hath contracted and agreed with the said *H. M.* and *W. T.* for the absolute purchase of the said messuage or tenement, and premises, hereinbefore mentioned, and hereinafter particularly described, and intended to be hereby granted and assigned; and of their and each of their estate, use, title, term and interest therein, at or for the

Contract
for purchase.

for sum of ——. Now this Indenture witnesseth, that in pursuance of the said agreement, and for and in consideration of the sum — of, &c. to the said *H. M.* and *F.* in hand well and truly paid by said *J. S.* at or before, &c. The receipt, &c. Which said sum of — is the same sum of — mentioned to be the consideration of one indenture, bearing date between the said *H. M.* and *W. T.* of the first part, the said *J. S.* of the second part, and *C. D.* of the third part, purporting to be a feoffment of the said messuages or lands, erections, buildings and premises, with their appurtenances, unto the said *J. S.* and *C. D.* to the use of them upon the trusts, and to and for the several intents and purposes therein mentioned. Also for and in consideration of the sum of — of, &c. by the said *A. B.* to the said *H. M.* and *W. T.* in hand well and truly paid before, &c. the receipt, &c. they the *H. M.* and *W. T.* at the request, and by direction and appointment of the said *A. B.* (testified by his being a party to and sealing and delivering these presents) have, and of them both granted, bargained, sold, aliened, transferred, set over and confirmed, by these presents do, and each of them at the like request, and by the direction and appointment of the said *J. S.* (testified as a party to and sealing and delivering these presents) grant, &c. unto the said *A. B.* his heirs, administrators and assigns, All that messuage or tenement, &c. And also all outgoings, erections, buildings, woods, underwoods, trees, commons, ways, waters, easements, profits, commodities and appurtenances to the said messuage or tenement belonging or in any wise appertaining, or to or with the same, or any part thereof, now or at any heretofore used, occupied, possessed or

Assignment

enjoyed, or accepted, reputed, taken, or known, as part, parcel, or member thereof, or any part thereof; and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits thereof, and of every part thereof; and all the estate, right, title, interest, trust, term of years yet to come, and unexpired, property, claim and demand whatsoever, both at law and in equity, of them the said *H. M.* and *W. H.* and each of them, of, into, or out of the same premises, or any of them, or any part or parcel thereof, by force and virtue of the said recited indenture of lease and the mesne assignment thereof, and the said will, or otherwise, together with the said recited indenture of lease, and all deeds, evidences and writings, escripts and muniments, touching, or in any wise concerning the same premises, or any part thereof, which they the said *H. M.* and *W. T.* or either of them, now have or hath, in their or either of their custody or power, or can come by without suit at law or in equity. *To have and to hold* the messuage or tenement, erections and buildings, hereditaments, and all and singular other the premises hereinbefore mentioned and described, and intended to be hereby assigned, with their and every of their appurtenances, unto the said *A. B.* his executors, administrators and assigns, from henceforth, for and during all the rest, residue and remainder, yet to come and unexpired, of the said term of 1000 years, therein so created by the said indenture of demise, as aforesaid. *In trust;* nevertheless, for the said *J. S.* his executors, administrators and assigns, and to be disposed of as he or they shall for that purpose direct and appoint. *And the said H. M. and W. F.* for themselves and their executors and admini-

Usual cove-
nants,

strators, and every of them, promise and grant to and with the said *A. B.* his executors, administrators and assigns, by these presents, in manner following, (that is to say) that the said original indenture of demise, hereinbefore mentioned and recited, is a good and sufficient demise, valid in the law, and is yet in being and not forfeited, surrendered, or any ways determined or become void; and that by virtue thereof, and of the mesne assignments thereof, they the said *H. M.* and *W. T.* are estated and interested, in manner hereinbefore mentioned, of and in all and singular the premises hereinbefore mentioned to be assigned, and of and in every part and parcel thereof of a good estate, for all the term and number of years yet to come therein, for which the same are, in and by the said original indenture of lease, mentioned to be executed; and that they the said *H. M.* and *W. T.* have in themselves good right, full power, and lawful and absolute authority, to bargain, sell, and assign the said messuage or tenement, erections, buildings, hereditaments and premises, unto the said *A. B.* his executors, administrators and assigns, in manner and form, and upon the trusts aforesaid. *And also* that the said messuage or tenement, erections, buildings, hereditaments and premises, hereinbefore mentioned, and intended to be hereby assigned, shall and lawfully may, from henceforth, and at all times hereafter, during the remainder of the term of 1000 years, remain, continue, and be vested in the said *A. B.* his executors, administrators and assigns, *upon the trusts*, and for the several ends, intents and purposes hereinbefore expressed and declared, of and concerning the same; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise,

by the said *H. M.* and *W. T.* their executors and administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against, all manner of former and other gifts, grants, bargains, sales, assignments, mortgages, jointures, dowers, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, and of from and against, all and singular other estates, titles, troubles, charges and incumbrances, whatsoever, had, made, done, committed, occasioned or suffered, by the said *H. M.* and *W. T.* their executors or administrators, or by any other person or persons whomsoever. *And also* that they the said *H. M.* and *W. T.* their executors and administrators, and all and every other person and persons lawfully claiming, or to claim, any estate, right, title or interest, at law or in equity, of, into or out of the said messuage or tenement, erections, buildings, hereditaments and premises, hereinbefore expressed to be hereby assigned, shall and will, from time to time, and at all times hereafter, at the reasonable request, costs and charges, in law, of the said *J. S.* his executors, administrators or assigns, make, do and execute, or cause and procure to be made, done and executed, all and every further and other lawful and reasonable acts, things, assignments, conveyances and assurances, in the law whatsoever, for the more perfectly assigning and assuring the said messuage or tenement, erections, buildings, hereditaments and premises, hereinbefore mentioned to be hereby assigned, and every part thereof, to the said *J. S.* his executors, administrators and assigns, for all the then residue of the said term of 1000 years, upon the trusts hereinbefore declared and contained, concerning the same, as

by the said *J. S.* his executors, administrators, or assigns, or his or their counsel in the law, shall be reasonably or lawfully devised, or advised and required. *In witness, &c.*

**The Feoffment.*

THIS Indenture of three parts, made &c. between *H. M.* of, &c. widow, and *W. T.* of, &c. Esq; of the first part, *J. S.* of, &c. of the second part, and *A. B.* of, &c. of the third part, *Witnesseth*, that for and in consideration of the sum of — of, &c. to the said *H. M.* and *W. T.* in hand paid by the said *J. S.* upon or immediately before the sealing and delivering these presents, the receipt, &c. *And also* for and in consideration of the sum of — of like lawful money of Great Britain, to them the said *H. M.* and *W. T.* in hand also paid by the said *A. B.* the receipt, &c. they the said *H. M.* and *W. T.* have, and each of them hath, granted, bar- gained, sold, aliened, enfeoffed and confirmed, and by these presents do, and each of them doth grant, &c. unto the said *J. S.* and *A. B.* their heirs and assigns, for ever, *All, &c. &c.* *And also* all houses, outhouses, buildings, woods, underwoods, trees, commons, ways, waters, easements, profits, commodities and appurtenances, whatsoever, to the said messuage or tenement and premises belonging, or in any wise appertaining, or to or with the same usually occupied or enjoyed, or accepted, reputed, taken or known, as part, parcel, or member thereof. *And* the reversion and reversions, remainder and remainders, yearly and other rents, issues, and

profits thereof, and of every part thereof, *And all* the estate, right, title, interest, use, trust, inheritance, property, claim and demand whatsoever, both at law and in equity, of them the said *H. M.* and *W. T.* and each of them, of, in, to or out of the same messuage or tenement, and premises hereby granted or mentioned, or intended so to be, with their and every of their appurtenances. *And also* all the estate, right, title, interest, use, possession, property, benefit, trust, claim and demand whatsoever, of them the said *H. M.* and *W. T.* or either of them, of, in, and to the same, or any of them, or any part or parcel thereof. *To have and to hold* the said messuage or tenement, and all and singular other the premises hereby granted, or mentioned or intended so to be, and every part and parcel thereof, with the appurtenances, unto the said *J. S.* and *A. B.* and their heirs for ever, to the uses, upon the trusts, and to and for the several ends, intents and purposes hereinafter limited, expressed and declared, of and concerning the same. *And* the said *H. M.* and *W. T.* do hereby for themselves severally and respectively, and for their several and respective heirs, executors and administrators, and not the one for the other of them, or for the heirs, executors or administrators of the other of them, but each for herself and himself only, and for her and his own heirs, executors and administrators only, covenant, promise and agree, to and with the said *J. S.* and *A. B.* their heirs and assigns, that they the said *H. M.* and *W. T.* shall and will, at the costs and charges of the said *J. S.* or his heirs, as of Trinity Term last past, before the date of these presents, or before the end of Michaelmas term now next ensuing, acknowledge and levy, before his Ma-

To hold to
purchaser
and trustee.

Covenant
to levy a
fine.

jesty's Justices of the Court of Common
 Pleas at *Westminster*, one or more fine or fines
sur convenance de droit, come, &c. whereupon
 proclamations shall and may be had and made
 according to the form of the statute in that
 case made and provided, and the usual course
 of fines in such cases used and accustomed,
 unto the said *J. S.* and *A. B.* their heirs and
 assigns, of all the said messuage or tenement,
 and premises hereby granted or mentioned, or
 intended so to be, by such apt and convenient
 names, quantities, qualities, number of acres,
 and other descriptions to ascertain the same,
 as shall be thought meet. And it is hereby
 declared, that the said fine or fines, so as
 aforesaid, or in any other manner, or at any
 other time or times, levied, or to be levied
 and acknowledged, and all and every other
 fine and fines, recovery, or recoveries, con-
 veyances and assurances, in the law, whatso-
 ever, heretofore had, made, levied, suffered
 or executed, or hereafter to be had, &c. of
 the said messuage or tenement, and premises,
 or any of them, or any part thereof, by
 and between the said parties to these presents,
 or any of them, or whereunto they, or any
 of them, are or shall be parties or privies,
 shall be and enure, and shall be adjudged,
 deemed, construed and taken, and so are, and
 were meant and intended to be and enure,
To the uses, upon the trusts, and to and for
 the several ends, intents and purposes, and
 under and subject to the powers, provi-
 soes, limitations and agreements, herein-
 after limited, expressed and declared, of
 and concerning the same; that is to say,
To the use of such person and persons, for such
 estate and estates, interest and interests, and
 to and for such ends, intents and purposes,
 and upon such trusts, and charged and charge-

The uses of
 the fine
 declared.

To enable
 purchaser
 to convey
 free from
 dower.

able in such manner, and subject to such powers of revocation and new appointments, and other powers, provisos, conditions, limitations, declarations and agreements, as the said J. S. shall at any time or times, and from time to time, by any deed or deeds, instrument or instruments, in writing, to be sealed and delivered by him in the presence of and attested by two or more credible witnesses, direct, limit or appoint, and in default of or until such direction, limitation or appointment, or in case any such shall be made then subject thereto, and when the estate or estates, interest or interests, thereby directed, limited, appointed or created, shall respectively end and determine, and in the mean time subject thereto, and as to such part or parts of the same premises, and all such estate and interest therein, of which no such direction, limitation or appointment, shall be effectually made as aforesaid, *To the use and behoof* of the said J. S. and his assigns, for and during his life, and from and after the determination of that estate, by any means, in his life time, *To the use and behoof* of the said A. B. and his heirs, during the natural life of the said J. S. *in trust, nevertheless,* to and for the said J. S. and his assigns; and from and after the determination of the estate so limited, in use to the said A. B. and his heirs, during the life of the said J. S. *To the use and behoof* of the said J. S. his heirs and assigns for ever. *In witness, &c.*

Livery and seisin to be indorsed as under.

Be it remembered, that on the day and year first within written, complete seisin and peaceable and quiet possession of the hereditaments within mentioned, was openly had and taken, by

the within named *H. M.* and *W. T.* and by them delivered to the within named *A. B.* according to the purport, true intent, and meaning of the within written indenture, in the presence of, &c.

As to the fine, see *post.* title Fine.

Of A FINE.

A Fine may be described to be an amicable composition or agreement of a suit either actual or fictitious, by leave of the King or his Justices, whereby the lands in question become or are acknowledged to be the right of one of the parties. 2 *Blac. Com.* 349. And this acknowledgment in a Court of Record is held (as being of equal notoriety) to supply the necessity of livery and seisin at common law. It was originally founded on an actual suit, commenced for recovery of land or other hereditaments; and the possession gained by the acknowledgment of the parties in a Court of Record, was found so sure and effectual, that persons were induced to commence fictitious actions for the mere purpose of obtaining the same security; and by length of time they afterwards ripened into

general use, and now universally obtain as a common mode of conveyance.

There are several species of fines employed to answer different purposes of assurance, but that most frequently used, as being most efficacious, is the fine *sur cognizance de droit, come ceo que il a de son done*.

Besides the general security of assurance by fine, it has the property, (which is peculiar to itself) of binding females coverts, and others who, ordinarily, are disabled to transfer property from a supposed want of discretion or of freedom; the reason of which is, that as it is in contemplation of law made in the presence of the King, (because acknowledged in his Courts) it precludes the possibility of deceit or undue influence.

The principal use, however, of a fine is, to confirm and secure suspicious titles, by preventing (under several statutes) any investigation of their legality after five years from the time of the fine levied, which might otherwise be questioned for twenty, and, in some cases, 60 years, after a conveyance by common assurances. See *Co. Lit.* 121 ^a. n. (1), where a conspicuous outline is given of the doctrine and use of this species of assurance. See also *Shep. Touch. c. 2.* 2 *Blac. Com.* 348. 2 *Pew. Wood* 728. and for precedents of fines,

ee *Shep. Prac. Counsellor*, this subject involving too great a variety, as well as intricacy of matter, to come under our particular consideration in this work.

Of A GRANT.

A Grant is a conveyance at common law, by which *incorporeal* hereditaments were and still are transferred from one man to another. As no *livery* can be made of them they pass by the delivery of the *deed*, which is held to be equivalent to feoffment and livery of the thing itself, where the thing is of such a nature as that no corporeal possession can be given of it. This species of deed may be employed for the purpose of conveying all kinds of rights and interests which may legally be the subject of contract, but it is more frequently used for transferring or securing presentations, annuities and rents; to which therefore we have principally confined the precedents we have given of it.

* *Grant of an annuity for the life of the grantor, charged on freehold estates— And further secured by bond and warrant of attorney, and a demise of the same lands—With a proviso for repurchase.*

Recital of
the contract
for purchase
of the annuity.

THIS Indenture, made, &c. between C. B. of, &c. of the first part, F. G. of, &c. of the second part, and I. K. of, &c. (a trustee for the purposes hereinafter expressed) of the third part. *Whereas* the said F. G. hath contracted and agreed with the said C. B. for the absolute purchase of one annuity, yearly rent charge, or clear annual sum of £—— of, &c. to be paid unto him the said F. G. his executors, administrators and assigns, free from all taxes and deductions whatsoever, for and during the term of the natural life of the said C. B. at or for the price or sum of £—— and to be issuing and payable out of and from, and charged and chargeable upon the lands and hereditaments hereinafter particularly mentioned and described. *And for the better securing of the same*, he the said C. B. by his bond or obligation bearing even date with these presents, is become held and firmly bound unto the said F. G. his executors, administrators and assigns, in the penal sum of £—— of, &c. with a condition thereunder written, for making the same void on payment by the said C. B. unto the said F. G. his executors, administrators or assigns, yearly and every year, during the natural life of the said C. B. of one annuity, yearly rent-charge, or clear annual sum of £—— of, &c. by half-yearly

Which is
ahead. secured by
bond, &c.

payments, on the days and times, and in the manner therein and hereinafter expressed. And as a further security for the payment of the same, hath also duly executed a warrant of attorney, bearing even date with the said bond and with these presents, empowering certain attornies, therein named, to confess judgment against him in an action of debt, on the said bond, at the suit of the said *F. G.* in the Court of Common Pleas, at *Westminster*, as of Hilary Term now next, or any subsequent Term, for the said sum of £—— together with the costs of suit, as in and by the said bond and warrant of attorney, reference being thereunto had, will more fully appear.

Now this indenture witnesseth, that in pursuance of the said recited agreement, and for and in consideration of the said sum of £—— of, &c. to the said *C. B.* in hand well and truly paid, by the said *F. G.* at or before the execution of these presents, (being in full for the absolute purchase of the said annuity, yearly rent charge, or clear annual sum of £—— in the condition of the said bond or obligation mentioned) the receipt of which said sum of £—— he the said *C. B.* doth hereby confess and acknowledge, and thereof and therefrom, and from every part thereof, doth acquit, release, exonerate and for ever discharge the said *F. G.* his executors, administrators and assigns, and every of them, by these presents. He the said *C. B.* Hath given, granted, bargained, sold and confirmed, and by these presents doth, for himself, his heirs, executors and administrators, give, grant, bargain, sell and confirm, unto the said *F. G.* his executors, administrators and assigns, for and during the term of the natural life of him the said *C. B.* One Annuity, yearly rent charge,

Grant of
the annui-
ty.

GRANT.

or clear annual sum of £——— of lawful money of *Great Britain*, to be issuing, going and payable, had, received and taken, by, out of and from, and charged and chargeable upon *All that, &c. &c. To have, hold, receive, take and enjoy, the said annuity, yearly rent charge, or clear annual sum of £———* hereby granted, or expressed or intended so to be, and every part thereof, unto the said *F. G.* his executors, administrators and assigns, from the day of the date of these presents, for and during the term of the natural life of him the said *C. B.* The same annuity, yearly rent charge, or annual sum of ——— to be paid and payable to him the said *F. G.* his executors, administrators, and assigns, by two even and equal half yearly payments, that is to say, on the ——— day of, &c. and the ——— day of, &c. in each and every year during the natural life of the said *C. B.* and also a proportionable part of the said annuity or yearly rent charge, for or in respect of so many days as shall have elapsed from the last half yearly day of payment next preceding the decease of the said *C. B.* up to and until the day of his death, (being the same days and times as are mentioned in the condition of the hereinbefore recited bond) without any deduction, defalcation or abatement, whatsoever, out of the same or out of any part thereof, for or in respect of any taxes, charges, assessments, payments, impositions, or other matter, cause or thing, whatsoever, already taxed, charged, assessed or imposed upon, or hereafter to be taxed, charged, assessed, or imposed upon the said premises, hereby respectively charged with the said annuity or yearly rent charge, or upon any part thereof, or on the said *F. G.* his execu-

tors, administrators or assigns, in respect thereof, by authority of parliament or otherwise howsoever; the first payment thereof to commence and be made on the ——— day of ——— now next ensuing the date of these presents. *Provided always*, and it is hereby declared and agreed by and between all the said parties hereto, and it is the true intent and meaning of them and of these presents, and the said *C. B.* for himself, his heirs, executors and administrators, doth hereby expressly covenant, grant and agree, to and with the said *F. G.* his executors, administrators and assigns, in manner and form following; that is to say, that if it shall happen that the said annuity, yearly rent charge, or clear annual sum of £—— or any part thereof, shall at any time happen to be behind or unpaid, by the space of twenty days next over or after any of the said days or times of payment, whereon the same ought to be paid, as aforesaid, then and from thenceforth, from time to time, and so often as the same shall happen, it shall and may be lawful to and for the said *F. G.* his executors, administrators and assigns, into and upon all and singular the said messuages, lands, hereditaments and premises, hereby charged with and made subject to the payment of the said annuity or rent charge, and into and upon every or any part or parcel thereof, to enter and distrain, and the distress and distresses then and there found to take, lead, drive, carry away and impound, and the same in pound to detain and keep, until the said annuity, yearly rent charge, or clear annual sum of £—— and all arrears thereof so unpaid, and all costs, charges, damages and expences, whatsoever, attending the making and keeping such distress and distresses, shall be fully paid

Power of
distress.

Power of
entry.

and satisfied, and in default of payment thereof, in due time after such distress or distresses shall be so taken, to appraise and sell or dispose of the same, according to due course of law, to the intent that thereby and therewith the said *F. G.* his executors, administrators or assigns, shall and may be fully paid and satisfied the said annuity, yearly rent charge, or clear annual sum of £—— and every part thereof, and all arrears of the same, and all costs, damages and expences, attending the recovery thereof. *And further also*, that in case the said annuity, yearly rent charge, or clear annual sum of £—— or any part thereof, shall at any time or times hereafter be behind or unpaid, by the space of thirty days next after the same shall become due and payable, as aforesaid, then and in such case, and so often, from time to time, (although no formal demand shall have been made thereof) it shall and may be lawful to and for the said *F. G.* his executors, administrators and assigns, into and upon all and singular the aforesaid messuages, lands, hereditaments and premises, to enter, and the rents, issues, produce and profits thereof, and of every part and parcel thereof, to have, receive and take, to and for his and their own use and benefit, until he and they shall therewith and thereby be fully paid and satisfied the said annuity, yearly rent charge, or clear annual sum of £—— and every part thereof, and all arrears of the same due at the time of such entry or entries respectively; and also all such arrears thereof as shall incur and grow due, during the time that he or they shall, by virtue of such entry or entries, be in possession of the said premises, together with all such costs, charges, damages and expences, whatsoever, as shall be laid out

or sustained by the said *F. G.* his executors, administrators or assigns, or occasioned by reason or means of the nonpayment of the same, such entry or entries, when made, to be without impeachment of or for any manner of waste whatsoever. *And this indenture further* Demise of term. *witnesseth*, that for the considerations aforesaid, and for the further, better, and more effectual securing the punctual and regular payment of the said annuity, yearly rent charge, or clear annual sum of £—— to the said *F. G.* his executors, administrators and assigns, at the days and times, and in manner hereinbefore, and in and by the condition of the said recited bond, mentioned, for payment thereof; and also, in consideration of the sum of five shillings, of, &c. to the said *C. B.* in hand paid by the said *I. K.* at or before the execution of these presents, the receipt whereof is hereby acknowledged, he the said *C. B.* at the request, and by and with the consent and approbation of the said *F. G.* (testified by his being made a party to and his executing of these presents) *Hath* granted, bargained, sold and demised, and by these presents *Doth* grant, bargain, sell and demise, unto the said *I. K.* *All* those the aforesaid messuages, lands, hereditaments and premises whatsoever, hereinbefore particularly mentioned, and charged with the payment of the said annuity, yearly rent charge, or clear annual sum of £—— as aforesaid, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits, thereof, and of every part and parcel thereof. *To have and to hold* the said messuages, lands, and all and singular other the hereditaments and premises hereby granted and demised, or expressed or intended so to be, with their and every of

Trusts of
the term.

their appurtenances, unto the said *I. K.* his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of ninety-nine years, from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste; yielding and paying therefore, yearly and every year, during the continuance of this demise, the rent of one pepper corn, if the same shall be lawfully demanded. *Upon the trusts, nevertheless,* and to and for the ends, intents and purposes, and under and subject to the proviso and agreement hereinafter mentioned, expressed and declared, of and concerning the same; that is to say, *upon trust* to permit and suffer the said *C. B.* and his assigns to receive and take the rents, issues and profits, of all and singular the said messuages, lands, hereditaments and premises, and every of them, and every part and parcel thereof, to his and their own use and benefit, until default shall happen to be made of or in payment of the said annuity, yearly rent charge, or clear annual sum of £—— or some part thereof, at the days and times and in manner hereinbefore, and in and by the condition of the said recited bond limited and appointed for payment thereof; and upon this further trust, that in case the annuity, yearly rent charge, or clear annual sum of £—— or any part thereof, shall happen to be behind or unpaid, by the space of forty days next over or after any of the days and times hereinbefore limited and appointed for payment thereof, as aforesaid; then and in such case (although no formal demand shall have been made thereof) it shall and may be lawful to and for the said *I. K.* his executors, administrators and assigns, by and out of all and

singular the said messuages, lands, hereditaments and premises, hereinbefore mentioned, and hereby granted and demised, or intended so to be, as aforesaid, and the rents, issues, produce and profits thereof, or by demising, leasing, or mortgaging the same premises, or any part thereof, respectively, for all or any part of the said term of ninety-nine years, hereby granted as aforesaid, or by such other ways or means as to him the said *I. K.* his executors, administrators or assigns, shall seem meet, to raise and levy, or borrow and take up at interest, such sum and sums of money as shall be sufficient, from time to time, to pay and satisfy the said annuity, yearly rent charge, or clear annual sum of £—— or so much thereof as shall, from time to time, happen to be in arrear or unpaid, together with all such costs, charges, damages and expences, as he the said *I. K.* and the said *F. G.*, or either of them, their or either of their executors, administrators or assigns, or any of them, shall sustain, expend or be put unto, for or by reason or means of the nonpayment of the said annuity, yearly rent charge, or clear annual sum of £—— at the days and times, and in manner hereinbefore, and in and by the condition of the said recited bond or obligation in that behalf mentioned and appointed, for payment thereof, and shall and do pay, apply, and dispose of the monies arising thereby, or therefrom, in payment and satisfaction thereof accordingly. And also shall and do permit and suffer the said *C. B.* and his assigns to receive and take the residue and overplus of the said rents, issues and profits, after full payment, satisfaction, and discharge of the said annuity, yearly rent charge, or clear annual sum of £—— and all arrears thereof, and all costs, charges, damages and

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venants.

expences, attending the execution of the
aforesaid trust, to and for his and their own
free use and benefit. *Provided always*, never-
theless, and it is hereby expressly declared
and agreed, by and between the said parties
to these presents, and it is the true intent and
meaning of them and of these presents, that
from and after the decease of the said *C. B.*
and full payment, satisfaction, and discharge
of all arrears, which shall be then due, of
the said annuity, yearly rent charge, or clear
annual sum of £—— up to the day of his
death, and all costs, charges, damages and
expences, attending the execution of the afore-
said trust; then and from thenceforth, the
said term of ninety-nine years, hereby granted
and demised, of and in the aforesaid premises,
or so much or such parts thereof as shall not
be disposed of for the purposes aforesaid, shall
cease, determine, and be utterly void and ex-
tinguished, to all intents and purposes what-
soever, these presents, or any thing hereinbe-
fore contained to the contrary thereof in any
wise notwithstanding. *And* the said *C. B.* for
himself, his heirs, executors, administrators
and assigns, and for every of them, doth
hereby further covenant, promise, grant and
agree, to and with the said *F. G.* his executors,
administrators and assigns, in manner follow-
ing; that is to say, that he the said *C. B.* his
heirs, executors, administrators or assigns, or
some or one of them, shall and will from
time to time, and at all times hereafter, well
and truly pay or cause to be paid, unto the
said *F. G.* his executors, administrators or
assigns, the said annuity, yearly rent charge,
or clear annual sum of £—— of lawful mo-
ney of Great Britain, for and during the na-
tural life of him the said *C. B.* And also a
proportionable part of the said annuity or

yearly rent charge, from the commencement of any half year wherein the said *C. B.* shall happen to die, up to and until the day of his death, without any deduction or abatement whatsoever, for or on account of any taxes, or on any other account or pretence whatsoever, at the days and times, and in manner hereinbefore, and in and by the condition of the said recited bond or obligation limited and appointed, for payment thereof. *And* that all and singular the said messuages, lands, hereditaments and premises, so charged with the payment of the said annuity of £— as aforesaid, shall from time to time, and at all times hereafter, during the natural life of him the said *C. B.* remain, continue, and be overt, subject, and liable to the distress and distresses of the said *F. G.* his executors, administrators or assigns, for the said annuity, yearly rent charge, or clear annual sum of £— and all arrears thereof, and all costs, charges, damages and expences, whatsoever, to be occasioned by or by reason of any non-payment thereof, free and clear of and from all former and other charges and incumbrances. *And also*, that (for and notwithstanding any act, deed, matter or thing, whatsoever, by him the said *C. B.* made, done, committed or executed, or wittingly or willingly suffered to the contrary) He the said *C. B.* now is, at the time of the sealing and delivery of these presents, lawfully, rightfully, and absolutely seized in his demesne as of fee of and in the said messuages, lands, hereditaments and premises, hereinbefore mentioned and described, with their and every of their appurtenances, of a good, sure, perfect, lawful, absolute and indefeasible estate of inheritance, in fee simple to him and his heirs, without any manner of condition, trust, power of revocation, li-

mitation of use or uses, or any other restraint, act, deed, matter or thing, whatsoever, to alter, change, charge, defeat, revoke, impeach, make void, lessen, incumber or determine the same (except as hereinafter is excepted). *And further*, that he the said C. B. (for and notwithstanding any such act, deed, matter or thing, whatsoever, as aforesaid) now hath in himself, at the time of the sealing and delivery of these presents, good right, full power, and lawful and absolute authority, to charge the aforesaid lands, hereditaments and premises, and every part and parcel thereof, with the payment of the said annuity, yearly rent charge, or clear annual sum of £—— unto the said F. G. his executors, administrators and assigns, for the term of ninety-nine years, as aforesaid, upon the trusts hereinbefore-mentioned. *And likewise* that it shall and may be lawful to and for the said F. G. his executors, administrators and assigns, from time to time, and at all times hereafter, to have, receive and take, the said annuity, yearly rent charge, or clear annual sum of £—— and every part thereof, for and during the term of the natural life of the said C. B. in manner aforesaid, and according to the true intent and meaning of the said recited bond and of these presents, without any lawful let, suit, trouble, molestation, eviction, ejection, interruption, claim, demand or disturbance, whatsoever, of, from or by the said C. B. his heirs or assigns, or of, from or by any other person or persons whomsoever, lawfully claiming, or who shall or may lawfully claim, any estate, right, title, trust or interest, in law or equity, in the said premises, by, from or under, or in trust for him, them, or any of them (save as hereinafter is excepted) *And that* free and clear, and freely, clearly, and absolutely

acquitted, exonerated, and discharged or otherwise by the said *C. D.* his heirs, executors, or administrators, well and sufficiently saved, defended, kept harmless, and indemnified of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointures, settlements, dowers, annuities, uses, trusts, wills, entails, statutes, recognizances, forfeitures, judgments, executions, extents, rents, and arrears of rent, and of, from, and against all and singular other estates, titles, troubles, charges, and incumbrances whatsoever, made, done, committed, or executed, or wittingly or willingly permitted or suffered by him the said *C. B.* or by any other person or persons whomsoever lawfully claiming, or to claim by, from, or under, or in trust for him, them, or any of them, *Except (here insert any incumbrance there may be upon the estates).* And moreover, that he the said *C. B.* and his heirs, and all and every other person and persons whomsoever, having or lawfully claiming, or who shall or may lawfully have or claim any estate, right, title, trust, or interest, either at law or in equity of, in, to, or out of the said messuages, lands, and hereditaments, herein before mentioned, or any part or parcel thereof, by, from, or under or in trust for him, them, or any of them, shall and will from time to time, and at all times hereafter during the term of the natural life of him the said *C. B.* upon every reasonable request of the said *F. G.* his executors, administrators, or assigns, but at the proper costs and charges in the law of him the said *C. B.* make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed all and every such further and other lawful and

reasonable acts, conveyances, and assurances in the law whatsoever, for the further, better, more perfect, and absolute granting, charging, assuring, and confirming the said annuity, yearly rent charge, or clear annual sum of £— unto the said *F. G.* his executors, administrators, and assigns, for and during the natural life of him the said *C. B.* in manner aforesaid, and also for the further, better, and more effectual conveying, demising, assuring, and confirming all and singular the premises herein before mentioned, and hereby demised unto the said *I. K.* his executors, administrators, and assigns, for the residue and remainder of the said term of ninety-nine years, which shall be therein then to come and unexpired, and according to the true intent and meaning of these presents as by the said *F. G.* his executors, administrators, and assigns, or his or their counsel learned in the law shall be reasonably devised or advised and required.

Declara-
tion re-
specting the
bond, &c.

And whereas the judgment so as aforesaid to be confessed upon the herein before recited bond by the said *C. B.* is agreed to be forthwith entered up on record in the said court of Common Pleas. *Now this indenture further witnesseth,* and it is hereby declared and agreed by and between the said parties to these presents, that the said judgment upon the said recited bond is intended to be entered up, and the said *F. G.* shall stand and be possessed thereof, and of all benefit and advantage arising and to be had and taken thereby as a collateral security only, and for the better and more effectually securing the payment of the said annuity, or yearly rent charge of £— and that no execution or executions shall be issued or taken out, upon or by virtue of the said judgment, unless and

until some payment of the said annuity or yearly rent charge, or some part thereof, shall be in arrear for the space of twenty days next after some or one of the days herein before limited or appointed for the payment thereof as aforesaid; and that in case the said annuity or yearly rent charge of £— or any part thereof shall be behind or unpaid by the space of twenty days next over or after any of the days or times herein before mentioned and appointed for payment thereof, that then and so often and in every such case, it shall and may be lawful to and for the said *F. G.* his executors, administrators, or assigns, in his or their own name or names, or otherwise, to sue out such execution or executions upon, or by virtue of the said judgment, as he or they shall think fit or be advised for the recovery of the arrears of the said annuity or yearly rent charge, and all costs and charges which the said *F. G.* his executors, administrators, or assigns, or any of them, shall pay, bear, sustain, or be put unto, for or by reason or means of the non-payment of the same or any part thereof; and that it shall not be necessary for the said *F. G.* his executors, administrators, or assigns, to revive, or cause the said judgment to be revived, or to do any matter or thing to keep the same on foot, notwithstanding the said judgment shall have been entered on record for the space of one year or upwards, and notwithstanding any rule or practice of the said court in which the said judgment is or shall be entered on record to the contrary; and that he the said *C. B.* his heirs, executors, or administrators, or any of them, shall not nor will have, take, or receive, or attempt by any ways or means to have, take, or receive any advantage on account of the said judgment not being revived or kept

Clause of repurchase. on foot. *And whereas* on the treaty for the purchase of the aforesaid annuity, it was mutually agreed by and between the said C. B. and the said F. G. that he the said C. B. should at any time hereafter, at his own pleasure, be at liberty to re-purchase and buy up the said annuity or yearly rent charge of £— upon giving unto the said F. G. his executors, administrators, and assigns, three calendar months previous notice in writing of such his intention, and upon paying unto the said F. G. his executors, administrators, or assigns, at the end of such three calendar months from the time that such notice should be given as aforesaid, all such sum and sums of money as shall be then due for arrears of the said annuity or rent charge up to, and until the day of re-purchasing the same, and all costs and charges attending the same, and also the full sum of £— of lawful money of Great Britain as and for the consideration of such re-purchase of the said annuity or rent charge. *Now this indenture further witnesseth*, that for effectuating the said recited agreement, and for the considerations aforesaid, it is hereby agreed and declared by and between the said parties to these presents, and the said F. G. for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, declare, and agree to and with the said C. B. his executors, administrators, and assigns, that in case the said C. B. shall at any time hereafter be minded and desirous of re-purchasing or extinguishing the said annuity, or yearly rent charge of £— and of such his or their intention shall give, or cause to be given unto the said F. G. his executors, administrators, or assigns, proper notice in writing of such his intention as aforesaid, that then and

in such case he the said *F. G.* his executors, administrators, or assigns, shall and will on receiving all sum and sums of money whatsoever, which shall be then due for the arrears of the said annuity or rent charge, and all such costs and charges which may have been incurred on account thereof, up to the day of repurchasing the same as aforesaid, accept, receive, and take the sum of £—— as and in full for the re-purchase of the said annuity, yearly rent charge, or clear annual sum of £—— herein before granted as aforesaid, and on receipt of the said sum of £—— and all arrears of the said annuity or yearly rent charge as aforesaid, shall and will at the proper costs and charges in the law, of the said *C. B.* assign or surrender the said annuity, yearly rent charge, or clear annual sum of £—— as aforesaid, and also the said recited bond for securing the same unto such person or persons, as he the said *C. B.* shall in that behalf nominate and appoint, or otherwise shall and will deliver up these presents, and the said recited bond unto the said *C. B.* to be cancelled, and acknowledge, or cause satisfaction to be acknowledged on the record of the said judgment that shall be entered up by virtue of the said recited warrant of attorney, and do every other act, deed, matter, or thing necessary for the releasing, assigning, surrendering, vacating, and discharging the same, as by the said *C. B.* his heirs, executors, administrators, or assigns, or his or their counsel learned in the law shall be reasonably advised or devised and required, so as for the doing thereof the said *F. G.* his heirs, executors, administrators, or assigns, be not compelled or compellable to go or travel from his or their then respective place or places of abode. *In witness, &c.*

** Grant of the next presentation to a rectory.*

Contract
for pur-
chase re-
cited.

Considera-
tion.

Grant.

THIS indenture made, &c. between the *Rev. A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, &c. *Whereas* the said *C. D.* hath contracted and agreed with the said *A. B.* the true and undoubted patron of the rectory and parish church of _____ in the county of _____ for the absolute purchase of the first and next advowson or avoidance, donation, nomination, presentation, and free disposition of the rectory and parish church of _____ aforesaid, at or for the sum of £——. *Now this indenture witnesseth*, that in pursuance of the same agreement, and for and in consideration of the sum of £—— of, &c. by the said *C. D.* in hand well and truly paid to the said *A. B.* at or before the sealing and delivery of these presents, the receipt of which said sum of £—— the said *A. B.* doth hereby acknowledge, and thereof, and therefrom, and from every part thereof doth acquit, release, exonerate, and for ever discharge the said *C. D.* his heirs, executors, administrators, and assigns, and every of them, by these presents, he the said *A. B.* hath given, granted, bargained, sold, assigned, and confirmed, and by these presents doth give, &c. unto the said *C. D.* his executors, administrators, and assigns, *all* that the first and next advowson or avoidance, full donation, collation, nomination, presentation, and free disposition of the aforesaid rectory or parish church of _____ in the said county of _____ when the same shall first and next after the date of these presents, happen to become

void by the death, resignation, cession or deprivation of the reverend ——— clerk, the present incumbent thereof, or by any other ways or means whatsoever; and all the right, title, and interest of him the said *A. B.* of, in and to the said first and next presentation to the said rectory or parish church of ——— aforesaid, *To have and to hold* the first and next advowson or avoidance, full donation, collation, nomination, presentation, and free disposition of the said rectory or parish church of ——— aforesaid, unto the said *C. D.* his executors, administrators, and assigns, so that it shall and may be lawful to and for the said *C. D.* his executors, administrators, and assigns, to present such able and fit person as to him or them shall seem meet, to the said rectory or parish church of ——— aforesaid; and to cause him to be admitted, instituted; and inducted in and to the full and peaceable possession and enjoyment thereof, and of all the profits, benefits, and advantages belonging or appertaining to the same, and to do, fulfil; and perform all and every other matters and things, in that behalf requisite, necessary, and accustomed, in as full and ample manner and form to all intents and purposes as he the said *A. B.* his executors, administrators, or assigns, or any of them could or might have done in case these presents had not been made or executed. *And* the said *A. B.* for himself, Usual covenants. his heirs, executors, and administrators, doth covenant, promise, grant, and agree to and with the said *C. D.* his executors, administrators and assigns, by these presents, in manner and form following: that is to say, that he the said *A. B.* now hath in himself, at the time of the sealing and delivery of these presents, good right, full power, and lawful and

absolute authority to grant, bargain, sell, and dispose of the next presentation of, in, and to the said rectory and parsonage of the said parish church of ———— aforesaid, and hereby granted, bargained and sold, or meant, mentioned, and intended so to be, with all the rights, members, and appurtenances thereunto belonging, unto and to the use and behoof of the said *C. D.* his executors, administrators and assigns, in manner and form aforesaid. *And that* (for and notwithstanding any former or other gift, grant, conveyance, estate, or other interest, matter, or thing whatsoever, had, made, done, committed, or willingly suffered to be done or committed by the said *A. B.* or any other person or persons whomsoever to the contrary) it shall and may be lawful to and for the said *C. D.* his executors, administrators, and assigns, to present any fit and able person to the rectory and parsonage of the said church of ———— aforesaid, whenever it shall next happen to become vacant by or through any of the ways or means aforesaid or otherwise howsoever; and that the said person to be presented by the said *C. D.* his executors, administrators, or assigns, under or by virtue of this present grant, for and notwithstanding any such gift, grant, conveyance, or any other matter or thing aforesaid, had made done committed or suffered as aforesaid, shall and lawfully may be instituted and inducted into the said rectory of the said parish church of ———— aforesaid, and peaceably and quietly have, hold, and enjoy the same, without the let, suit, trouble, denial, hindrance, eviction, or disturbance of the said *A. B.* or of any other person or persons whomsoever, lawfully claiming or to claim any right, title, or interest of,

1, or to the said next advowson, avoidance, onation, nomination, or presentation of the said rectory of the parish church of ———— foreſaid. *And alſo* that he the ſaid *A. B.* his executors, adminiſtrators, and assigns, and all and every other perſon or perſons whomſoever, claiming or to claim any right, title, or intereſt in, or to the ſaid next advowſon, avoidance, donation, nomination, and preſentation of the ſaid rectory and parſonage of the church of ———— aforeſaid, ſhall and will from time to time, and at all times hereafter at the coſts and charges of the ſaid *C. D.* his executors, adminiſtrators, or assigns, make, do, perform, and execute, or cauſe and procure to be made, done, performed, and executed, all and every other lawful and reaſonable aſſurance or conveyance in the law whatſoever, for the further and more perfect granting, aſſuring, conveying, and confirming of the ſaid next advowſon, avoidance, donation, nomination, and preſentation of, in, and to the ſaid rectory and parſonage of the church of ———— aforeſaid, unto the ſaid *C. D.* his executors, adminiſtrators, and assigns, as by the ſaid *C. D.* his executors, adminiſtrators, or assigns, or his or their counſel ſhall be reaſonably deviſed or adviſed and required, *In witneſs, &c.*

* *Grant of a perpetual yearly rent charge to trustees, by way of indemnity to purchasers against the payment of a like rent charge, with which the purchased estates are incumbered.*

Convey-
ance by
lease and
release, and
bargain and
sale, inrol-
led recited.

THIS indenture of fix parts, made, &c. between *W. H.* of, &c. Esq; and *R. B.* of, &c. a trustee of the said *W. H.* of the first part, *W. D.* the elder, of, &c. of the second part, *J. S.* of, &c. of the third part, *B. C.* of, &c. of the fourth part, *J. A.* of, &c. of the fifth part, and *J. N.* of, &c. of the sixth part. *Whereas* by indenture of lease and release, and bargain and sale inrolled or intended to be inrolled in the Court of Chancery, the lease bearing date the day next before the day of the date of the release, and the bargain and sale bearing even date herewith, and made between the said *W. H.* and *R. B.* of the one part, and the said *W. D.* of the other part, in consideration of *£* — paid by the said *W. D.* to the said *W. H.* and for other the considerations therein mentioned, *all*, &c. together with the rights, members, and appurtenances to the same belonging (except as therein is mentioned to have been excepted) have been conveyed and assured unto and to the use of the said *W. D.* his heirs and assigns for ever. *And whereas*, &c. (*here recite separately the conveyances to S. and C. in the same manner as the conveyance to D.*) *And whereas* the several lands, tenements, and hereditaments, so conveyed and assured as aforesaid, are, together with the messuage, farm, lands, and heredita-

ments herein after particularly described, subject to the payment of a perpetual rent charge or yearly sum of £—— unto *N. F. of, &c.* Esq. his heirs and assigns. *And whereas* previously to the execution of the said conveyances to the said *W. D. J. S. and V. C.* respectively, it was agreed that they the said *W. D. J. S. and V. C.* should be indemnified against the payment of the said rent charge of £—— by a grant of a like perpetual rent charge of £—— to a trustee to be issuing out of the messuage, farm, lands, and hereditaments herein after described, and by a demise for a long term of years of the said last mentioned premises, to another trustee, in such manner as is herein after expressed. *Now this indenture witnesseth*, that for and in consideration of the premises, and also for and in consideration of the sum of 10 s. of, &c. to the said *W. H. and R. B.* in hand, paid by the said *J. A.* at or before, &c. the receipt, &c. he the said *R. B.* at the request and by the direction of the said *W. H.* testified by his being a party and executing these presents; and also the said *W. H.* have, and each of them *hath* given, granted, and confirmed, and by these presents *do*, and each of them *doth* give, &c. unto the said *J. A.* his heirs and assigns, *One* perpetual annuity, yearly rent charge, or sum of £—— of, &c. to be issuing, going, payable, had, received and taken by and out of all that capital messuage, &c. and by and out of all houses, out-houses, gardens, orchards, ways, waters, easements, profits, commons, commodities, advowsons, emoluments, and appurtenances whatsoever, to the said messuage or farm, house, lands, hereditaments and premises belonging, or in any wise appertaining *To have and to hold*, receive, take, and enjoy the said annuity, yearly

rent charge or sum of £—— hereby granted, and every part thereof, from henceforth unto the said *J. A.* his heirs and assigns for ever, the same annuity or yearly rent charge so to be paid and payable at —— by four equal quarterly payments on the four several days of payment next hereafter mentioned, viz. on &c. in every year by even and equal portions without any deduction, defalcation, or abatement out of the same, or any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause, or things whatsoever, taxed, charged, allowed, paid, or imposed, or to be taxed, &c. upon or out of the said last mentioned premises, or any part thereof, or on the said *J. A.* his heirs or assigns, for or in respect thereof, or upon or out of the said annuity, yearly rent charge, or sum of £—— hereby granted, by authority of parliament, or otherwise howsoever, the first payment thereof to begin and be made on the —— day of —— next ensuing the date hereof. *Provided always*, that in case any quarterly payment of the said annuity, yearly rent charge, or sum of £—— hereby granted, or any part thereof shall happen to be behind, or unpaid by the space of fourteen days next over or after any of the said quarterly days of payment, whereon the same is herein before appointed to be paid as aforesaid, then and so often, and from time to time it shall and may be lawful to and for the said *J. A.* and his heirs and assigns, into and upon the said messuage, farms, lands, tenements, and hereditaments last herein before particularly described, or into and upon any part thereof, to enter and distrain, for the same annuity or yearly sum of £—— hereby granted, and all arrears thereof, and the distress and distresses then and there found to take, lead,

Power of
distress.

drive, carry away, and impound, detain, and keep, or otherwise to appraise and sell, or dispose thereof according to due course of law, until he the said *J. A.* his heirs and assigns of the said annuity, yearly rent, charge, or sum of £— hereby granted, and all arrears thereof, and all costs, charges and expences occasioned by the non-payment thereof, at the days and times in that behalf before mentioned, shall be fully satisfied and paid. *Pro-* Power of entry. *vided always*, that in case any quarterly payment of the said annuity, yearly rent charge, or sum of £— hereby granted, or any part thereof, shall happen to be behind and unpaid by the space of twenty-eight days next over or after any of the said quarterly days of payment, whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded) then and so often it shall and may be lawful to and for the said *J. A.* his heirs and assigns, into and upon the aforesaid last mentioned messuage, farm, lands, tenements, and hereditaments, or into and upon any part thereof, in the name of the whole to enter, and the same to have, hold, and enjoy, and the rents, issues, and profits thereof, and of every part thereof, to receive and take, to and for his and their own use and benefit, until he or they shall thereby or therewith or otherwise, be fully satisfied and paid the said annuity, yearly rent charge, or sum of £— hereby granted, and all arrears thereof, and also so much of the same annuity or rent charge as shall incur and grow due during such time as he the said *J. A.* his heirs or assigns shall continue in possession of the premises after such entries aforesaid; and also all such loss, costs, charges, damages, and expences as shall be occasioned by non-payment thereof, or of any part thereof,

Demise.

at the days and times aforesaid. *And this indenture further witnesseth*, that for the consideration aforesaid, and for the further, better, and more effectually securing the payment of the said annuity, yearly rent charge, or sum of £— hereby granted, at the days and times, and in manner aforesaid, and in consideration of the sum of 10 s. of, &c. to *W. H.* and *R. B.* in hand paid by the said *J. N.* at or before the execution hereof, the receipt, &c. he the said *A. B.* (at the request, and by the direction of the said *W. H.* testified as aforesaid) and also he the said *W. H.* have, and each of them hath granted, bargained, sold, and demised, and by these presents do, and each of them doth grant, &c. unto the said *J. N.* his executors, administrators, and assigns, all and every the said messuage, farm, lands, tenements, and hereditaments, last herein before particularly described, and whereout the said annuity, yearly rent charge, or sum of £— hereby granted, is made issuing and payable as aforesaid, with their and every of their rights, members, and appurtenances; and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits, of the same messuage, farm, lands, hereditaments, and premises, and of every of them, and of every part and parcel thereof, *To have and to hold* the said messuage, farm, lands, tenements, hereditaments, and all and singular other the premises mentioned or intended to be hereby demised, with their and every of their appurtenances unto the said *J. N.* his executors, administrators, and assigns, from the day next before the day of the date hereof, for and during, and unto the full end and term of 1000 years from thence next ensuing, and fully to be compleat and ended,

without impeachment of waste, *Upon the trusts*, and under and subject to the proviso and agreement herein after mentioned, expressed and declared of and concerning the same, that is to say, *in trust* to permit and suffer the said *W. H.* his heirs and assigns, to receive and take the rents and profits of the said messuage, &c. hereby demised, and of every of them, and of every part thereof, to and for his and their own use and benefit, until default shall happen to be made of or in payment of the said annuity, yearly rent charge, or sum of £—— hereby granted, or some part thereof, at the days and times herein before limited and appointed for payment thereof; and upon this further trust, that in case the same annuity, yearly rent charge, or sum of £—— or any part thereof, shall happen to be behind and unpaid by the space of forty days next over or after any of the said days or times whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded) then and so often it shall and may be lawful to and for the said *J. N.* his executors, administrators, and assigns, from time to time, by and out of the rents, issues, profits and produce of the said messuage, &c. hereby demised, or by demising, leasing, or mortgaging the same, or any part thereof, for all or any part of the said term of 1000 years, or by such other ways or means as to him the said *J. N.* his executors, administrators, or assigns shall seem meet, to raise and levy such sum and sums of money as shall be sufficient from time to time to pay and satisfy the said annuity, yearly rent charge, or sum of £—— hereby granted, or so much thereof as shall from time to time so happen to be in arrear and

unpaid, together also with all costs, charges, damages, and expences, as he the said *J. A.* his heirs or assigns, or the said *J. N.* his executors, administrators, or assigns, or any of them, shall sustain, expend, or be put unto for or by reason of the non-payment of the same annuity, or rent charge, at the days and times and in manner herein before in that behalf mentioned, and thereupon to pay, apply, and dispose of the same money accordingly. *And* upon further trust to permit and suffer the said *W. H.* his heirs and assigns, to receive and take the residue and overplus of the rents, issues, and profits of the said premises hereby demised, over and above so much thereof as shall be sufficient from time to time to pay and satisfy the said annuity, yearly rent charge, or sum of £—— hereby granted, and all arrears thereof, and all costs, charges, and expences attending the execution of the aforesaid trusts to and for his and their own use and benefit. *Provided always*, and it is hereby declared and agreed by and between the said parties to these presents, that the grant and confirmation herein before made to the said *J. A.* his heirs and assigns, of the said yearly rent charge, or sum of £—— hereby granted, and the grant, bargain, sale, and demise herein before made of the said messuage, farm, lands, tenements, and hereditaments herein before mentioned to be hereby demised for the term of 1000 years as aforesaid, are so as aforesaid respectively made to and for the end, intent, and purpose of saving harmless, and keeping indemnified the said *W. D.* *J. S.* and *V. C.* respectively, and their respective heirs and assigns, and their respective lands and tenements, goods and chattels, and particularly the lands, tenements, and hereditaments, so conveyed and assured to them

Provido
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nity.

the said *W. D. J. S.* and *V. C.* respectively, and their respective heirs and assigns, as aforesaid, of, from, and against the aforesaid perpetual annuity, yearly rent charge, or sum of £—— payable to the said *N. F.* his heirs and assigns as aforesaid, and all arrears thereof, and all actions, costs, suits, charges, damages, and expences which may be commenced or prosecuted, paid, sustained, or borne against or by the said *W. D. J. S.* and *V. C.* or any or either of them, their or any or either of their heirs or assigns, for or by reason or means or on account of the same last mentioned annuity, yearly rent charge, or sum of £—— or any part thereof, and subject to such indemnity *in trust* for the said *W. H.* his heirs, executors, administrators, and assigns. *And therefore*, notwithstanding any thing herein before contained, it shall not be lawful to or for the said *J. A.* his heirs or assigns, nor to or for the said *J. N.* his executors, administrators, or assigns, under or by virtue of this particular deed, or the powers and authorities hereby vested in them respectively, to levy and raise all or any part of the said yearly rent charge, or sum of £—— hereby granted, until the said *W. D.* his heirs or assigns, or the said *J. S.* or *V. C.* their heirs or assigns, or any of them, shall by due course of law be compelled to pay the same, or some part thereof shall be lawfully levied upon the said lands, tenements, and hereditaments comprized in the said indentures of release of even date herewith, or some part or parts thereof; but if the same annuity, yearly rent charge, or sum of £—— payable to the said *N. F.* his heirs and assigns as aforesaid, or any part thereof, shall at any time or times hereafter be so paid or levied as next before men-

Usual co-
venants.

tioned, then and in such case, and when and so often as the same shall happen, it shall and may be lawful to and for the said *J. A.* his heirs and assigns, and also to and for the said *J. N.* his executors, administrators, and assigns, under and by virtue of the powers and authorities hereby vested in them respectively, to levy and raise the said yearly rent charge, or sum of £—— hereby granted, or so much thereof as shall be from time to time sufficient to pay and satisfy the same, and all costs, charges, damages, and expences attending the recovery thereof, and to pay and apply the monies accordingly. *And* the said *W. H.* doth hereby for himself, his heirs, executors, and administrators, covenant and agree with the said *J. A.* his heirs and assigns, and also to and with the said *J. N.* his executors, administrators, and assigns, in manner following, that is to say, that they the said *W. H.* and *R. B.* now at the time of the sealing and delivery of these presents, have in themselves, or one of them hath in himself good right, full power, and lawful and absolute authority to grant, bargain, sell, and confirm unto the said *J. A.* his heirs and assigns the said annuity, yearly rent charge, or sum of £—— hereby granted in manner aforesaid, and also to demise the said messuage or tenements, lands and hereditaments herein before mentioned or intended to be hereby demised, with their and every of their appurtenances unto the said *J. N.* his executors, administrators, and assigns, for the said term of 1000 years, upon the trusts, and subject to the powers and agreements aforesaid. *And further*, that the said messuage, farm, lands, and premises hereby demised, shall at all times during the

faid term of 1000 years, remain, continue, and be unto the faid *J. N.* his executors, administrators, and assigns, upon the trusts, and to and for the intents and purposes, and under and subject to the provisos and agreements herein before contained, without the lawful let, suit, trouble, denial, eviction, interruption, or disturbance of, or by the faid *W. H.* his heirs or assigns, or of or by any other person or persons whomsoever. *And* that free and clear, and freely and clearly acquitted, exonerated and discharged or otherwise, by the faid *W. H.* his heirs, executors, administrators, or assigns, well and sufficiently saved harmless, and kept indemnified of from and against all and all manner of former and other estates, titles, charges, and incumbrances whatsoever, had, made, done, committed, suffered, or to be had, &c. by the faid *W. H.* his heirs or assigns, or any of his ancestors, or by any other person or persons whomsoever. *And moreover*, that he the faid *W. H.* his heirs, executors, and administrators, and all and every other person and persons having, or lawfully claiming, or who shall or may at any time or times hereafter have, or lawfully claim any estate, right, title, trust, or interest of, in, to, or out of the premises mentioned, or intended to be hereby demised, or any of them, or any part thereof, shall and will from time to time, and at all times hereafter, upon every reasonable request, and at the proper costs and charges in the law, of the faid *W. D.* his heirs or assigns, or of the faid *J. S.* and *V. C.* their heirs or assigns respectively, make, do, and execute, or cause, &c. all and every such further and other lawful and reasonable act and acts, thing and things, devises, conveyances, and assurances in the

law whatsoever, for the further, better, and more absolutely granting and assuring of the said annuity, yearly rent charge, or sum of £—— hereby granted unto him the said *J. A.* his heirs and assigns in manner aforesaid; and also for the further, better, more perfectly and absolutely granting, conveying, and assuring of the said messuage, farm, lands, tenements, hereditaments, and other the premises hereby mentioned or intended to be hereby demised respectively as aforesaid, with their appurtenances unto him the said *J. N.* his executors, administrators, and assigns, for the term of 1000 years upon the trusts, and under and subject to the provisoes and agreements aforesaid, as by the said *W. D. J. S.* and *V. C.* respectively, or their respective heirs or assigns, or their or any of their counsel, shall be reasonably devised or advised and required. *Provided* lastly, and it is hereby declared and agreed by and between the said parties to these presents, that if the said *W. H.* his heirs or assigns shall at any time hereafter, at his or their own costs and charges, to the satisfaction of the counsel learned in the law, of the said *W. D.* his heirs or assigns, and of the said *J. S.* and *V. C.* and their heirs or assigns respectively, by good and sufficient conveyances or assurances, effectually grant and secure to the said *J. A.* his heirs and assigns, in lieu of the said yearly rent charge, or sum of £—— hereby granted, one like yearly rent charge, or sum of £—— to be issuing and payable out of any other messuages, lands, tenements, or hereditaments, free from incumbrances, of the yearly value of £—— clear of reprises, with a like term of 1000 years therein, to the said *J. N.* his executors, administrators, and assigns, for better securing

Proviso for
substituting
another
rent charge
in lieu of
the present
rent charge.

GRANT.

the said yearly rent charge, or sum of £—— so to be substituted as aforesaid; and which yearly rent charge or sum of £—— and term of 1000 years, so to be substituted, shall be to and for the like end, intent, and purpose, upon the like trusts, and subject to the like provisos and conditions as are in these presents expressed and declared of and concerning the said yearly rent charge of £—— hereby granted, and the said term of 1000 years hereby demised, or in case the said *W. H.* his heirs or assigns, shall at any time hereafter, at his and their own costs and charges, and to the like good satisfaction of the counsel of the said *W. D.* *J. S.* and *V. C.* their heirs and assigns respectively, procure from the said *N. F.* his heirs or assigns, or the persons intitled to the said rent charge of £—— good and effectual releases to the said *W. D.* *J. S.* and *V. C.* and their heirs and assigns respectively, for and in respect of the said rent charge of £—— and every part thereof, then and in either of such cases from and immediately after the execution of such conveyance or assurance, or release respectively, and the delivery thereof unto the said *W. D.* his heirs or assigns, and unto the said *J. S.* and *V. C.* their heirs or assigns, this present indenture, and this grant, bargain and sale, and the demise hereby made, and every covenant, proviso, clause, article, matter and thing herein before contained, shall cease, determine, and be absolutely void, to all intents and purposes whatsoever, any thing herein contained to the contrary in any wise notwithstanding. *In witness, &c.*

Of A LEASE.

A Lease may be defined to be a contract or agreement between the person making it, and him to whom it is made, for the possession and produce of lands, &c. in consideration of a rent or recompence to be paid for such possession and produce. By this conveyance, both corporeal and incorporeal hereditaments may be granted, and that either at will, for a term of years, or for life; if it be for life and of corporeal hereditaments, livery of seisin is necessary to complete the conveyance; but this is not requisite in any other kind of lease.

No particular form of words is required to constitute a valid lease, for as we before observed, a lease being no other than a contract for the possession and produce of land, &c. on the one side, and a recompence to be paid on the other, any words sufficient plainly to indicate such contract, will amount to a good lease. *Cro. Eliz.* 173. 5 *Term Rep.* 163. But it is to be observed; that in a lease the grant must always be for a term less than

the lessor's whole estate in the premises ; for if it be of his whole interest it will be either an assignment or some other species of conveyance, and not properly a lease. 2 *Blac. Com.* 317.

In a lease for *life* it is material that it be made to commence on the same day on which it is executed : this is grounded on the mode of granting freeholds at common law, where it was required that actual and present possession should be given of the thing granted ; which could not be done of an estate, which was not to commence till afterwards. 5 *Co.* 94. This rule of law renders it necessary that some attention be paid to the wording of a lease for life, that its commencement may begin on the day it is dated, as to commence from " henceforth," or from the " making " hereof," and not " *from* the day of the date," which by excluding the day on which it is made would render the lease invalid. See *Lofi. Rep.* 296. 1 *Wilf.* 176. In favour of leases made under a power in marriage settlements, this distinction has however in some cases been disregarded by the Courts, see *Doug.* 53. 565. *Cowp.* 711. And in a lease for *years* which required no livery at common law it is in no case requisite: this therefore may begin at any period that may be agreed

upon between the parties. It is necessary, however, that the time both of its commencement and termination, should be certain and determinate, or at least such as by reference to something else (as a time to be named by *A.*) may be reduced to a certainty; it will otherwise be void. *Co. Lit.* 45. *Noy Max.* 86.

As to leases of tenants in tail, ecclesiastical bodies, &c. under the various enabling and restraining statutes made in respect to these persons, see 2 *Blac. Com.* 319.

And on the subject of leases in general, see more, *Noy Max.* c. 35. *Shep. Touch.* c. 14. *Lil. Conv.* 9. 410. *Co. Lit.* 43. 301.

* *Lease of a house in London.*

Considera-
tion.

THIS indenture made, &c. between *A. B.* of, &c. Esq; of the one part, and *C. D.* of, &c. Gent. of the other part, *Witnesseth*, that in consideration of the rent hereinafter by these presents reserved, and of the covenants, clauses, and agreements hereinafter contained, on the part and behalf of the said *C. D.* his executors and administrators, and assigns, to be observed and performed, the said *A. B.* hath

Demise:

demised and leased, and by these presents doth demise and lease unto the said *C. D.* his executors, administrators and assigns, *All that* Parcels. messuage or tenement of him the said *A. B.* situate in ——— street in the parish of ——— in the county of Middlesex, marked No. ——— and now in the occupation of the said *C. D.* and also all outhouses, and the yard or garden, and all cellars, ways, water-courses, vaults, drains, sinks, sewers, lights, easements, liberties, privileges, and appurtenances whatsoever, to the said messuages or tenement belonging, or in any wise appertaining or therewith held, used, occupied, or enjoyed, or reputed as part or parcel thereof, together with all fixtures and other things mentioned in the schedule hereunder written, *To have and to hold* the said messuage or tenement, and premises hereby demised or intended so to be, with the appurtenances thereto belonging unto the said *C. D.* his executors, administrators and assigns, for and during and unto the full end and term of twenty-one years, to commence and be computed from the feast of *St. Michael* the Archangel, now last past, and from thenceforth next ensuing, and fully to be compleat and ended, *yielding* Haben-
dum. and paying therefore yearly and every year during the said term of twenty-one years hereby granted unto the said *A. B.* his executors, administrators and assigns, the clear yearly rent or sum of £—— of, &c. on the four most usual feasts or days of payment of rent in the year, that is to say, the feasts of the Birth of our Lord *Christ*, the Annunciation of the blessed Virgin *Mary*, the Nativity of *St. John* the Baptist, and *St. Michael* the Archangel, in every year, by equal portions, without making any deductions, defalcation, or abate- Redden-
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ment thereout or out of any part thereof, for or in respect of any taxes, charges, rates, assessments or impositions whatsoever, either already taxed, charged, assessed or imposed, or hereafter to be taxed, charged, assessed or imposed on the said demised premises, or any part thereof by authority of parliament, or otherwise howsoever (except the land tax) the first payment thereof to be made on the feast of the Birth of our Lord *Christ* next ensuing the date of these presents. *And* the said *C. D.* for himself, his heirs, executors and administrators, doth hereby covenant, promise, and agree to and with the said *A. B.* his executors, administrators and assigns, in manner following, that is to say, that he the said *C. D.* his executors, administrators and assigns, shall and will well and truly pay, or cause to be paid to the said *A. B.* his executors, administrators or assigns, the said yearly rent or sum of £—— hereby reserved, at the times and in the manner herein before limited and appointed for payment thereof, without making any deduction, defalcation, or abatement thereout, or out of any part thereof (except as aforesaid). *And also* that he the said *C. D.* his executors, administrators and assigns, shall and will from time to time, and at all times during the said term hereby granted, at his and their own proper costs and charges, well, sufficiently and substantially repair, support, uphold, amend, maintain, paint, glaze, scour, cleanse and keep the said messuage or tenement and premises hereby demised or intended so to be, with the appurtenances thereto belonging, and also the glass windows, pavements, privies, gutters, sinks, drains, sewers, and waydraughts appertaining to the same, in, by and with all and all

manner of needful and necessary reparations and amendments whatsoever (casualties happening by fire always excepted and foreprised) and all and singular the said premises, with the appurtenances so well and sufficiently and substantially repaired, supported, upheld, amended, maintained, painted, glazed, scoured, cleansed, and kept in repair, together with the several fixtures and things mentioned in the said schedule hereunder written, shall and will at the end or expiration of the said term hereby granted, peaceably and quietly leave, surrender, and yield up unto the said *A. B.* his executors, administrators or assigns, without contradiction in any wise. *And likewise* that it shall and may be lawful to and for the said *A. B.* his executors, administrators and assigns, with such artificers, workmen, or others, as he or they shall think proper, or without any such persons, twice or oftener in every year during the said term hereby granted, at all convenient times in the year to enter and go into and upon the said demised premises, or any part thereof, to view, search, and see into the state and condition of the repairs thereof, and of the defaults or wants of reparation then and there to be found, to give or leave notice or warning thereof in writing to or for the said *C. D.* his executors, administrators, or assigns, to repair, amend, and make good the same, within the space of three calendar months then next following, within which said space of three months next after such notice or warning given or left as aforesaid, the said *C. D.* for himself, his executors, administrators, and assigns, doth hereby further covenant, promise, and agree to and with the said *A. B.* his executors, administrators, and assigns, to

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Lessor co-
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that lessee
shall quiet-
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the rent,
&c.

repair, amend, and make good the same accordingly. *Provided always*, and it is hereby declared and agreed upon by and between the said parties to these presents, that in case the said yearly rent or sum of £—— hereby reserved, or any part thereof, shall at any time or times be in arrear or unpaid, by the space of forty days next after any of the said feasts or days herein before limited for payment thereof (the same being lawfully demanded) then and in such case, and from thenceforth it shall be lawful to and for the said *A. B.* his executors, administrators, and assigns, into and upon the said demised premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy as in his and their first and former estate; and the said *C. D.* his executors, administrators, and assigns, from thence to expel, remove, and put out, any thing herein contained to the contrary thereof notwithstanding. *And* the said *A. B.* for himself, his heirs, executors, and administrators doth covenant, promise, and agree to and with the said *C. D.* his executors, administrators, and assigns, by these presents, that he the said *C. D.* paying the said yearly rent or sum of £—— hereby reserved at the times herein before appointed for payment thereof, and observing, performing, fulfilling, and keeping all and singular the said covenants and agreements herein contained, which on his and their parts are or ought to be paid, done, observed, and performed according to the true intent and meaning of these presents, shall and may peaceably and quietly have, hold, occupy, possess, and enjoy the said messuage or tenement and premises hereby demised, with the appurtenances thereto be-

longing, for and during the said term of twenty-one years hereby granted, without any intervention or hindrance of or by him the said *A. B.* his executors, administrators, or assigns, or any other person or persons lawfully claiming or to claim by, from, or under, or in trust for him, them, or any of them. *In witness, &c.*

(The schedule or inventory to which the above written indenture doth refer.)

* *Lease of a farm comprising freehold and copyhold premises (very special).*

THIS indenture made, &c. between *A. B.* Considera-
of, &c. of the one part, and *C. D.* and *E. F.* of, &c. of the other part, *witnesseth*, that
for and in consideration of the rent hereinafter reserved, and of the covenants and agreements hereinafter contained on the part of the said *C. D.* and *E. F.* their executors, administrators, and assigns, to be paid and performed, he the said *A. B.* hath demised, Demise,
leased and to farm letten, and by these presents doth demise, lease and to farm let unto the said *C. D.* and *E. F.* their executors and administrators, all that capital messuage or Parcels,
farm house, and all those houses, cottages, lands and farm, containing by estimation
——— acres, situate, lying, and being in ———, &c. And also all that farm house, and all those houses or cottages, lands and farm situate, lying, and being in ———
aforesaid, containing by estimation ——— acres, formerly in the occupation of, &c. Except and always reserved out of this present Exceptions.
demise and lease unto the said *A. B.* his heirs

and assigns, all mines, minerals, and quarries, marle, clay, gravel pits, and veins, and all fish, fishponds, and game, timber, timber trees, alders, willows, fallows, pollards, hazles, and other trees, thorns, bushes, springs, quicksets, wood and underwood now standing, growing, or being, or which hereafter during the continuance of this demise shall be standing, growing, or being in or upon the demised premises, or on any part thereof, with liberty of ingress, egress, and regress in, over, and upon the same, at all times during the continuance of this demise, to work the said mines and quarries, marle, clay, and gravel pits, and veins, and to dig, take, and carry away stones, coals, marle, clay, gravel, and whatsoever other commodities or things the said excepted mines and quarries, pits and veins may contain, with his and their servants, workmen, horses, carts, and carriages, or by any other lawful ways or means whatsoever. *And also* to cut, fell, lop, top, stub, saw, convert and carry away all or any of the said excepted timber, timber trees, alders, willows, fallows, pollards, hazles, thorns, bushes, springs, quicksets, wood, and underwood, with his and their servants, workmen, horses, carts, and carriages: *And also* free liberty at all times during the continuance of this demise to plant trees, layer and quicksets, and to sow or plant furzes and acorns in the several banks or hedge rows belonging to the demised premises, and also for him and them, and his and their servants, agents, and workmen, to see the state and condition of the premises. *And also* for him and them, and his and their companions and agents and servants to stock or add fish to the said fish-ponds and waters, and to hawk, hunt, fish and fowl in,

over and upon the demised premises, at all feasonable times in the year, during this demise, at his and their wills and pleasures, doing the said *C. D.* and *E. F.* their executors or administrators, no wilful damage; and for all other reasonable causes whatsoever, *To have and to hold* all such part and parts of the demised premises, with the appurtenances (except before excepted) as is, or are freehold or charterhold, unto the said *C. D.* and *E. F.* their executors and administrators, from the — day of — next coming, unto the full end and term of twenty-one years, from thence next ensuing, and fully to be compleat and ended, and *To have and to hold* all such part and parts of the demised premises as is, or are copyhold, if any, with the appurtenances, unto the said *C. D.* and *E. F.* their executors and administrators, from the said — day of — unto the full end and term of one whole year, and so from year to year, until the expiration of the said term of twenty-one years, if the lord or lords, lady or ladies of the manor or manors whereof the same copyhold premises are holden, shall consent thereunto, and if according to the custom or customs of the said manor or manors, the same may be so demised without prejudice or forfeiture, but not otherwise, *yielding and paying* therefore yearly and every year during the said term, unto the said *A. B.* his heirs and assigns, the yearly rent or sum of — of lawful money of Great Britain, at the four most usual days of payment of rent in the year (that is to say) the — day of, &c. yearly and every year, by equal portions, except the last quarter of a year's rent, which is hereby reserved and made payable on the — day of, &c. next,

Habendum
as to the
freehold
part of the
premises.

As to the
copyhold
part.

Redden-
dum.

Additional
rent by way
of penalty.

before the end of the said term, the first payment thereof to be made on the ——— day of, &c. *and also yielding and paying unto the said A. B. his heirs and assigns, the sum of £—— an acre yearly increase of rent for every acre of the meadow or pasture land hereby demised, which shall be ploughed or converted into tillage, and for every acre of the arable land hereby demised, which shall be used contrary to the course of husbandry hereafter mentioned, and also for every acre of the premises hereby demised, which shall be dug or broken up for bricks, tiles, flags, or any other purpose contrary to the covenants herein contained, over and above the said original yearly rent of £—— hereby reserved, and at the days and times the same is made payable, and so in proportion for any greater or less quantity than an acre, the first payment of the said increased or additional rent to commence and be made on such of the said days of payment as shall first happen next after such ploughings or breakings up of the pasture lands and premises respectively, or usage of the said arable lands, or any part thereof, contrary to the said course of husbandry, and to continue during the then remainder of the said term, and it is hereby agreed that all lands which have not been in tilth within seven years last past, shall be considered as pasture lands. *Provided always,* that if the said yearly rents respectively, or any part thereof shall be unpaid, for the space of ten days next after any or either of the days on which the same ought to be paid as aforesaid, or if the said C. D. and E. F. their executors or administrators, some or one of them shall not personally inhabit and occupy the said capital messuage or farm house, with*

Power of
entry if
rent in ar-
rear, or the
premises
deserted or
assigned,
&c.

the appurtenances, with their, some or one of their family, during all and every part of the said term, or if the said *C. D.* and *E. F.* their executors or administrators shall at any time assign or set over, or demise or under-lease the demised premises, or any part thereof, or in any other manner part with the possession or occupation of the same (except the said cottages, parts of the demised premises, and some small parcels of land adjoining thereto, not exceeding in the whole ——— acres) to any person or persons whomsoever, for all or any part of the said demise, without the special licence and consent of the said *A. B.* his heirs or assigns, first had in writing under his or their hands, or if the said *C. D.* and *E. F.* their executors, administrators or assigns, shall plough or convert into tillage, or dig, or break up for bricks, tiles, flags, or for other purposes, or use contrary to the covenants herein contained, all or any part of the demised premises, or if wilful breach shall happen to be made in all or any of the covenants herein contained on the lessees parts to be performed, then and in any of the said cases, it shall be lawful for the said *A. B.* his heirs and assigns, into the demised premises, or any part thereof, in the name of the whole, to re-enter and the same to have again, repossess, and enjoy as in his and their first and former estate, and that from thenceforth at the option of the said *A. B.* his heirs and assigns, the term hereby granted, or so much of the same term as shall be then unexpired, shall cease and determine, any thing herein contained to the contrary notwithstanding. And the said *C. D.* and *E. F.* for themselves severally and respectively, and for their several and respective heirs, executors, administrators, and assigns, do, and

Covenant
for pay-
ment of the
rent.

each of them doth covenant, promise and agree to and with the said *A. B.* his heirs and assigns by these presents in manner following, that is to say, that they the said *C. D.* and *E. F.* their executors, administrators, and assigns, some or one of them, shall and will well and truly pay, or cause to be paid unto the said *A. B.* his heirs, executors, administrators, or assigns, the said respective yearly rents, at such days, and in such manner and form respectively as herein before mentioned, according to the true meaning of these presents.

To inhabit
part of
the pre-
mises and
not assign,
&c.

To resign
the pre-
mises at the
end of the
lease.

And also that they the said *C. D.* and *E. F.* their executors, or administrators, some or one of them shall and will personally inhabit and occupy the said capital messuage or farm house, with the appurtenances, with their, some or one of their families, and not shut up or desert the same, during the said term, *And also* shall and will at all times during the said term, at their own proper costs and charges, maintain and keep, and at the end, or other sooner determination thereof, peaceably yield up to the said *A. B.* his heirs or assigns, all and every the messuages, farm houses, cottages, edifices and buildings, with the appurtenances now erected or to be erected on the premises, and also all the locks, bolts, bars, and keys thereto belonging, and all the doors, walls, gates, posts, pales, rails, stiles, bridges, hedges, ditches, drains, and fences, not only such as are now on or belonging to the demised premises, but also all such as shall hereafter be erected or made by the said *C. D.* and *E. F.* their executors or administrators, or otherwise during the said term, for the improvement of the premises, in good and tenantable repair and condition, (except such of the buildings, if any, as shall happen to be

destroyed by fire, or bodily blown down by high winds. *And also* at their like costs shall find and will from time to time, during this demise, find all materials necessary for the repairs of all the said buildings, walls, gates, posts, pales, rails, stiles, bridges, and fences, erected or made, or to be erected or made, and of all other the premises, and also all carriage of such materials, (without any allowance for the same), the said farm house, cottages and buildings being repaired, and rough timber and necessary fencing-stuff set out and allowed by the said *A. B.* his heirs or assigns, for putting the fences into repair, at the commencement of this demise, and bushes, thorns, underwood, and tops of pollards allowed to be taken, (as hereafter mentioned). *And also* shall Perform materials necessary to be used by the said work. *A. B.* his heirs or assigns, in putting the said buildings into repair, and in building a new cart house as hereafter mentioned, without any allowance for the same. *And also* shall Find allow- and will find all the usual daily allowance for ance beer beer for workmen employed in such new ele- for work- vation, and in putting the said premises in men. repair, without any allowance for the same; and in case the said *A. B.* his heirs or assigns, on inspection at any time or times during this demise, shall find any part or parts of the said premises out of repair, he or they giving notice thereof in writing to the said *C. D.* and *E. F.* their executors or administrators, or any of them, or leaving the same at the said messuage, then and in every such case, if the Repair the said premises, and every part thereof shall not premises on be repaired by the said *C. D.* and *E. F.* their notice. executors or administrators, within three calendar months next after such notice, then that they the said *C. D.* and *E. F.* their exc-

cutors and administrators, shall and will well and truly pay or cause to be paid unto the said *A. B.* his heirs or assigns, the further increased or additional yearly rent of £— during the then remainder of the said term, at the times and in manner aforesaid, and also shall and will, besides payment of such increased rent, immediately put into good repair, all the premises. *And also* shall and will when, and as often as any of the old fences belonging to the demised premises shall want to be, or shall be cut and scoured, or otherwise repaired, or any new fences shall be made upon any part of the said premises during the said term, cause the banks thereof to be made or raised in a proper and husbandlike manner, full six feet high, and plant the same with layer in a proper manner, and also shall and will ditch or out-holl the same properly, so as effectually to prevent horses, neat beasts, sheep, or other cattle damaging the quicksets or trees now planted, or hereafter to be planted in, or upon such banks, and shall and will, at the proper seasons, cause a sufficient quantity of good strong layer or quicksets to be laid into all such banks, in an husbandlike manner, without any allowance for the same.

or pay an increased rent, &c.

When fences are out of repair, &c. to cause the banks to be raised and planted with layer, &c.

Spread the ant hills and mole hills.

Drain the premises,

and keep the same open.

And also shall and will at the proper season yearly, during the continuance of this demise, cut and spread in a proper and husbandlike manner, all and every of the ant hills, and mole hills, which shall be upon the demised premises, and endeavour effectually to destroy the ants and moles there. *And also* shall and will as often as necessary during this demise, cut grips, drains and ditches on such part of the demised premises as are wet or spungy, and where occasion shall require so as effectually to drain the same; and shall and will at all times during the said term,

keep such drains open, and so deliver up the same to the said *A. B.* his heirs or assigns, at the end, or other sooner determination thereof, without any allowance therefore. *And also* shall and will during the said term pay all rates, duties, impositions, and taxes lawfully charged or to be charged on, or payable for the demised premises, the land tax only excepted; *And also* shall and will yearly, during this demise, fodder out, spend, and consume into muck with neat beasts, and other cattle, in an husbandlike manner, on some part or parts of the premises, where most necessary, all the hay, straw, chaff, colder, and stover that shall yearly arise from the said demised premises during the said term (except the last year's hay). *And also* that they the said *C. D.* and *E. F.* their executors and administrators shall and will, at the end of the said term, leave upon some convenient part of the premises to and for the use and benefit of the said *A. B.* his heirs and assigns, one full moiety or half part of the hay arising from the premises in the last year of the said term, he or they allowing and paying to the said *C. D.* and *E. F.* their executors or administrators, such a sum of money as the same shall be adjudged worth, by three indifferent persons (one to be chosen by the said *A. B.* his heirs or assigns, one by the said *C. D.* and *E. F.* their executors or administrators, and the third by the two persons so to be chosen) or any two of them, and that the sum of money so to be adjudged the worth or value of the said moiety of the said hay, the said *C. D.* and *E. F.* their executors and administrators, shall and will accept in full for the same. *And also* shall and will yearly during the said term, at the most seasonable times, and in an husbandlike manner, lay, and spread on some part or parts

Pay all taxes but the land tax.

Fodder the premises, &c.

Leave one half of the last year's hay on the premises at the end of the lease,

on being allowed an equivalent.

Spread the first 20 year's dung on the premises.

Carry on
part of the
premises
the last
year's
muck, &c.

Leave the
remainder
of the last
year's
muck in
the yard
turned up
on heaps.
To do sta-
tute work.

Preserve
the young
trees.

of the land hereby demised, where most necessary, all such muck, dung, and compost as shall be made or bred on the premises during the first twenty years of the said term. *And also* shall and will before the _____ day of _____ before the end of the said term, carry out, and lay on an heap upon the ollands or fallows (parts of the premises to be sown with winter corn, the winter next after the end of the said term) all such part of the muck, dung, and compost which shall be made or bred on the premises in the last year thereof, as the said *A. B.* his heirs or assigns shall direct. *And also* shall and will leave all the remainder of the last year's muck in the yards belonging to the said capital messuage, turned up in heaps at a seasonable time, and in an husbandlike manner, for the use and benefit of the said *A. B.* his heirs or assigns, without any allowance for the same. *And also* shall and will yearly during this demise, over and above the carriage to be done as aforesaid, do or cause to be done, yearly and every year during the said term, three days fair carriage, with a common waggon, one strong team of horses and a servant, for the use of the said *A. B.* his heirs or assigns, as he or they shall direct, not exceeding the distance of _____ from _____ aforesaid. *And also* that they the said *C. D.* and *E. F.* their executors, administrators, and assigns, shall and will from time to time during the said term, do their best endeavours to preserve the young trees, and other trees, layers and quicksetts of all kinds now standing, growing, or being, or which during this demise shall stand, grow, or be in, upon, or about the demised premises, or any part thereof; and in case any person or persons shall destroy, spoil, or damage the same during the said term, then

that they the said *C. D.* and *E. F.* their executors, administrators and assigns, shall and will give notice thereof to the said *A. B.* his heirs and assigns, and by whom, to the best of their respective knowledge the same was done, or how the same happened. *And also* shall and will yearly during this demise, as often as ^{Destroy the} nettles, &c. necessary, mow and destroy the rushes, nettles, and other weeds growing on the pastures or waste grounds, or any parts of the premises, and also weed the fences belonging thereto, to prevent the weeds seeding or growing thereon in future. *And also* shall and will, at ^{Cut the} the proper seasons during this demise, cut ^{furze and} the furzes or whins growing on the premises ^{whins.} to prevent their damaging the same. *And* ^{Provide 4} *also* shall and will yearly during this demise, ^{loads of} find and provide four common waggon loads ^{winter} of good winter corn straw for the use of the said *A. B.* his heirs or assigns, and deliver the same at ———— ^{straw gratis.} afore said, gratis. *And also* find and provide all such good winter corn straw as shall or may be wanted by the said *A. B.* his heirs or assigns, for thatching any of the buildings afore said, at the commencement of this demise, without any allowance for the same. *And also* shall and will yearly, ^{Husband} during this demise, after the end of the first two ^{part of the} years thereof, have not less than four hundred ^{premises in} acres of the demised premises in the follow- ^{a particu-} ing husbandry. and in such husbandry yield ^{lar man..er.} and deliver up the like quantity to the said *A. B.* his heirs or assigns, at the end or sooner determination of the said term, that is to say, one hundred acres with clover of one year's lying, one hundred acres with clover of two years lying, one hundred acres summer tilled and ploughed in an husbandlike manner, in the third earth, well mucked, and fit to be

sown with turnips (with liberty for the said *A. B.* his heirs or assigns, at any time in the summer season next before the end of the said term, to sow the said last mentioned one hundred acres with turnips, and to hoe the same) and that they the said *C. D.* and *E. F.* their executors or administrators shall, in an husbandlike manner, harrow in such turnip seeds when sowed, and not suffer any of his cattle to depasture thereon, but endeavour to prevent any damage happening thereto from cattle or otherwise. *And also* one hundred acres ploughed in the third earth, in an husbandlike manner (such third or last earth to be finished before the first ——— of ——— next before the end of the said term) fit to be sown with winter corn. *And* that it shall and may be lawful to and for the said *A. B.* his heirs or assigns, at any time then after to enter on, and sow the same one hundred acres last mentioned, with winter corn, or otherwise use the same as he or they shall think proper during the remainder of the said term. *And also* that it shall and may be lawful to and for the said *A. B.* his executors, &c. in the last year of the said term, to sow all such clover or other grass seeds as he or they shall think proper, with the summer corn to be sown on the premises that year by the said *C. D.* and *E. F.* their executors, administrators or assigns, and also that they the said *C. D.* and *E. F.* their executors or administrators, shall and will in an husbandlike manner, harrow in such last mentioned seeds without any allowance for the same, and shall and will give at least one month's notice in writing, under their some or one of their hands, to the said *A. B.* his heirs or assigns, of the time of sowing the said summer corn, previous to the sowing the same. *And also*

Lesser to
sow such
clover and
grass seeds
with the
summer
corn sowed
by lessees,
who are to
harrow in
the same.

In the last
year lay the

shall and will in the last year of this demise, ^{corn, &c. in the barns,} lay all the crop of corn, grain, or pulse growing or arising from the demised premises that year in the barns and stack yards belonging thereto, and in the said barns in the winter ^{and in the winter after} next after the end of the said term, thresh ^{thresh out} out the same and leave the straw, chaff, and ^{same and} colder arising therefrom, in good condition in the said barns or proper places on the pre- ^{leave the straw, &c. for lessor.} mises, for the benefit of the said *A. B.* without any allowance for the same. *And also* ^{To fold the} shall and will from time to time, and at all ^{sheep on the pre-} times during all and every part of the said ^{mises as} term, ^{lessor may} take or fold in a fair, proper and husbandlike manner on the premises where most ^{require.} necessary, and not elsewhere, all and every such sheep as shall be from time to time fed or kept thereon by the said *C. D.* and *E. F.* their executors or administrators, and during all and every part of the last year of this demise, shall and will take and fold the same on such parts of the premises as the said *A. B.* his heirs or assigns shall appoint, and in default of such appointment on such parts of the premises as shall most want or require the same, it being the intention of the said parties that such sheep shall continue on the demised premises, and discharge their dung and urine thereon in the nights as well as days. *And* ^{Use the} *also* shall and will use all the premises during ^{premises in an husband-} the said term, in a careful, proper and husbandlike manner. *And also* shall and will ^{like man-} keep and maintain two dogs or whelps, to and ^{Keep two} for the sole use and benefit of the said *A. B.* ^{dogs for} his heirs or assigns, gratis. *And also* shall and ^{lessor.} will at any time or times during the said term, ^{Yield up} on six calendar months notice in writing ^{part of the} from the said *A. B.* his heirs or assigns, for ^{premises on} this purpose, yield up to him or them at any ^{notice for} planting.

Michaelmas day next after such notice, any part or parts of the demised premises not exceeding one hundred acres in the whole, for planting, or any other purpose the said *A. B.* his heirs or assigns shall think proper, he and they yearly discounting or deducting out of the said original rent hereinbefore reserved at and after the rate of one pound and four shillings an acre yearly, during the then remainder of the said term, for so many acres of the said premises as shall be resigned as aforefaid. *And also* that it shall and may be lawful to and for the said *A. B.* his heirs and assigns, as often as he or they shall think proper, in case any person or persons shall at any time or times during this demise, hawk, hunt, fish, or fowl in, over, or upon the demised premises, or any part thereof, from time to time, to bring any action or actions, suit or suits, and prosecute the same at law, or otherwise proceed against all and every such person and persons, in the name or names of the said *C. D.* and *E. F.* their executors or administrators, or any of them, and that they the said *C. D.* and *E. F.* their executors or administrators shall not, nor will at any time release or otherwise discharge such action or actions, suit or suits, or other proceedings, without the consent of the said *A. B.* his heirs or assigns. *And also* that they the said *C. D.* and *E. F.* their executors and administrators, shall not, nor will at any time or times, during the said term, assign or set over, underlease or underlet the demised premises, or any part thereof, or in any other manner part with the possession or occupation of the same (except the cottages and small parcels of land aforefaid, with the appurtenances, and those to be let subject to the determination of this demise) during any part of this demise, without such

Lessor may proceed against person hawking, &c. on the premises in the lessor's name.

Not to assign or underlease without licence.

special licence and consent as aforesaid; and in case they the said *C. D.* and *E. F.* their executors or administrators shall underlease or underlet, assign, or set over, or in any other manner part with the possession or occupation of any part of the demised premises (except before excepted) then that they shall and will yearly, during all the then remainder of the said term, pay unto the said *A. B.* his heirs, executors, administrators or assigns, at the times and in manner aforesaid, the farther increased or additional yearly rent of £—— over and above the damages recoverable on breach of the last above mentioned covenant. *And also* shall not nor will at any time or times during this demise, lay any corn or other weighty or prejudicial thing in the said messuages or farm houses, cottages, or any of them, so as to damage the floors, wainscot, or ciclings, beams, joists or timbers thereof. *And also* shall not nor will at any time or times during the said term, fell, cut down, lop, top, stub up, take, carry away, spoil or destroy, or cause or suffer to be felled, cut down, lopped, topped, stubbed up, taken, carried away, spoiled or destroyed, any of the said excepted timber or timber trees, alders, willows, fallows, pollards, hazles, thorns, bushes, springs, quicksets, wood or underwood, which are now growing or being or shall be growing, or being on the premises during the said term, except such timber and necessary fencing stuff as shall be allowed and set out by the said *A. B.* his heirs and assigns as hereafter mentioned, and those to be taken in a careful and husband-like manner. *And* in case all or any part of the said excepted trees, wood, underwood and premises shall be so hewed, felled, cut down, lopped, topped, stubbed up, taken, cari-

Under penalty of double rent.

Not to lay any corn, &c. so as to hurt the floors, &c.

Nor to stub up any of the excepted trees, unless for fencing,

under penalty of additional rent.

Not to de-
stroy the
fish.

Not to take
more than
2 crops
without
summer
tilling
the same
with tur-
nips, and
feeding
such tur-
nips with
sheep.

Not to
mow the
grass more
than once
a year.

ried away, spoiled or destroyed as aforesaid, then and in such case or cases, the said *C. D.* and *E. F.* their executors, administrators and assigns, shall and will well and truly pay or cause to be paid unto the said *A. B.* his heirs and assigns, twenty pounds a load for every load of timber or wood, and five pounds a tree for every young tree which shall be so hewed, felled, cut down, lopped, topped, stubbed up, taken, carried away, spoiled, or destroyed as aforesaid, except as aforesaid, and so proportionably for any greater or lesser quantity or number. *And also* shall not nor will at any time or times during the said term, take, spoil, destroy, or damage any of the fish or fishes now being, or which hereafter shall be in the said excepted pond and waters, but shall and will do their utmost endeavour to preserve and prevent damage happening to the same. *And also* shall not nor will take more than two successive crops of corn, grain, or pulse off any of the arable lands hereby demised, without summer tilling and sowing turnips thereon respectively, and feeding or consuming the same with sheep and neat cattle on the said respective lands yielding such turnips, and then shall not nor will set, sow, or take any more than one crop of corn, grain, or pulse, without immediately after such crop laying the same down in an husbandlike manner, with sound grass seeds, and continuing the same so laid for one compleat year at the least, *viz.* from the time the same crop is taken off to the Michaelmas twelve month following. *And also* shall not nor will during this demise, mow twice in any one year for hay, any of the natural grass growing on, or arising from the demised premises. *And also* shall not nor will at any time or times during

this demise mow, or cause to be mowed, any clover or other artificial grafs or hay, on any of the lands hereby demised, of the second year's lying except the first year's crop of clover fails, such failure to be previously judged of by two indifferent persons to be respectively chosen as aforesaid, and after such judgment of failure, then no more than to make up the deficiency; and even in case of such failure or deficiency shall not nor will in any one year of this demise, mow more than sixty acres of second crop grafs or hay growing on the premises. *And also shall* not nor will at any time or times during this demise, plough, break up or convert into tillage, nor cause or suffer to be ploughed, broken up or converted into tillage, any part of the meadow or pasture land, or any land which has not been in tilth within seven years last past, and shall not nor will plough, sow, use, or manage any of the said arable lands, nor dig or break up for bricks, tiles, turves, flags, or any other purpose, contrary to the covenants herein contained, or the true meaning of these presents, any part of the demised premises. *And in case all or any part of the demised meadow, pasture ground, or land not in tilth within seven years aforesaid, shall at any time during the continuance of this demise, be ploughed or converted into tillage, or any part of the arable lands and premises shall be ploughed, sowed, used, or managed contrary to the covenants herein contained, and the true intent and meaning of these presents, or any part of the demised premises shall be digged or broken up for brick earth, or any of the purposes before mentioned and prohibited, then and in such case or cases, the said C. D. and E. F. their executors or*

Not to plough any of the meadow or pasture land, or any land of less than 7 years tilth,

nor break up any part of the premises,

under penalty of an increased rent.

administrators, shall and will during the then remainder of the said term pay, or cause to be paid unto the said *A. B.* his heirs or assigns, the increased or farther yearly rent or sum of ten pounds for every acre which shall be so ploughed or converted into tillage, or dug or broken up as aforesaid, or ploughed, sowed, used, or managed otherwise than according to the covenants herein contained over and above the said original yearly rent of £—— hereby reserved at the days, and in such manner as the said original rent is made payable, and so in proportion for any greater or lesser quantity than an acre, or longer or shorter time than a year. *And also* shall not nor will at any time or times during this demise, alter any land marks or boundaries now on or belonging to the demised premises, or throw down any fences raised or to be raised thereon. *And also* shall not nor will (whether they the said *C. D.* and *E. F.* their executors or administrators, shall have notice from the said *A. B.* his heirs or assigns, to quit the premises at the end of this demise, or not) hold over or withhold the possession of the demised premises, or any part thereof, from the said *A. B.* his heirs or assigns, after the end of this demise, without his or their consent in writing, under his or their hands, first had and obtained for that purpose. *And* the said *A. B.* doth hereby for himself, his heirs, executors, and administrators, covenant, promise and agree to and with the said *C. D.* and *E. F.* their executors and administrators, as follows, *viz.* that he the said *A. B.* his heirs and assigns, or some of them, shall and will within one year next after the commencement of this demise, put into good and tenantable repair and condition, all and every the said capital mes-

Not to alter
the land
marks, &c.

Not to
withhold
premises
after expi-
ration of
lease with-
out consent
in writing.

Lessor co-
venants to
put the pre-
mises in re-
pair within
the course
of a year.

suage or farm house, cottages, edifices and
 buildings, walls, posts, rails, stiles, and pales,
 now belonging to the said demised premises,
 and also set out and allow sufficient rough
 wood and thorns for putting the fences be-
 longing to the premises in repair at the
 commencement of this demise *And also* shall
 and will within one year next after the com-
 mencement of this demise, cause to be erected
 or built in a proper manner, on some con-
 venient part of the premises, a waggon house,
 or shed sufficiently capacious conveniently to
 contain four waggons for the use and benefit
 of the said *C. D.* and *E. F.* their executors or
 administrators, during the continuance of this
 demise. *And also* (in case all or any of the
 buildings hereby demised, except the cottages,
 with the appurtenances, shall happen to be
 destroyed by fire, or bodily blown down by
 high winds, but not otherwise) that he the
 said *A. B.* his heirs and assigns, shall and will
 at his and their costs, at all times rebuild the
 same as soon as conveniently may be after such
 accident or accidents. *And also* that it shall
 and may be lawful to and for the said *C. D.*
 and *E. F.* their executors and administrators,
 to have the use of the demised barns and
 stack yards, until May day next after the end
 of this demise, for the better threshing, dres-
 sing and carrying out the crop arising from
 the said premises in the last year of the term.
And also that he the said *A. B.* his heirs and
 assigns, shall and will at the end of the said
 term, allow and pay to the said *C. D.* and
E. F. their executors or administrators, for
 two hundred and eighty acres. part only of
 the said four hundred acres, to be left at the
 end of this demise in the husbandry afore-
 said, at the price the same shall be then valued

And in the same time erect a waggon house, &c.
And in case the buildings are burnt or blown down to rebuild.
Lessees to have the use of the barns until May day after the end of lease.
To pay lessees an equivalent for the land to be left in husbandry.

at by three indifferent persons, to be chosen
 as aforesaid, or any two of them. *And also*
 that it shall and may be lawful to and for the
 said *C. D.* and *E. F.* their executors or admini-
 strators, at all times during this demise, in
 an husbandlike manner, to dig and take any
 quantity of clay or marle out of, and from
 any part or parts of the said premises, as they
 or any of them shall judge proper for the im-
 provement thereof, but not for sale, nor to
 carry any part of such marle or clay off the
 said premises, they or some of them at all
 times making good the breaches occasioned
 by the taking such clay or marle, except
 filling up the pits. *And also* as often as ne-
 cessary during this demise, to take sufficient
 bushes, thorns, underwood, and tops of pol-
 lards, in an husbandlike manner, for the re-
 pairs of the said fences, and setting hedges
 with stakes thereon. *And also* that they the
 said *C. D.* and *E. F.* their heirs, executors
 and administrators, paying the yearly rents
 hereby reserved, and performing the cove-
 nants and agreements herein contained, shall
 and may peaceably and quietly have, hold,
 occupy, possess and enjoy all and singular the
 said freehold demised premises during the said
 term. *And lastly*, that he the said *A. B.* his
 heirs and assigns, shall and will at the end of
 the said term of one year, for which the
 copyhold premises, if any, are above demised,
 at the request of the said *C. D.* and *E. F.*
 their executors or administrators, but at the
 equal costs of the said *A. B.* his heirs or
 assigns, and *C. D.* and *E. F.* their executors
 or administrators, make and execute a new
 lease of the copyhold premises to the said *C. D.*
 and *E. F.* their executors and administrators,
 for one year more, and so on, at the end of

Lessees to
 dig and ap-
 ply marle
 towards the
 improve-
 ment of the
 premises.

And may
 take bushes
 and thorns,
 &c. to re-
 pair the
 fences.

Shall quiet-
 ly enjoy,
 performing
 covenants,
 &c.

And have
 lease of the
 copyhold
 part of the
 premises
 renewed
 yearly.

every year during the said term of twenty-one years, a new lease of the copyhold premises for one year only, which, with the freehold premises, shall be at and under the same rents, covenants, and conditions respectively as aforesaid. *In witness, &c.*

* *Lease of tythes.*

THIS indenture made, &c. between the Rev. A. B. of, &c. doctor in divinity, rector of the parish church of ——— in the county of ——— of the one part, and C. D. of, &c. of the other part, *Witnesseth*, that for and in Consideration of the rent, covenant, and agreement. Consideration. demised, mentioned, and contained on the part and behalf of the said C. D. his executors, administrators and assigns, to be paid, kept, observed, and performed, and for other good causes and considerations, him the said A. B. thereunto moving, he the said A. B. hath Demise. demised, leased, set, and to farm letten, and by these presents doth demise, &c. unto the said C. D. his executors, administrators, and assigns, All that the rectory of the parish Parsonage. church of ——— situate, lying and being in the said county of ——— with the mansion house of the said parsonage, barns, stables, and all other edifices, to the same belonging, and all and all manner of tythes of corn, grain and hay, growing, arising, renewing and encreasing, or which at any time during the term hereby granted, shall grow, arise, renew, and encrease upon the same, together with all houses, buildings, barns, stables, edifices, yards, gardens, glebe lands, meadows, pastures, commons, chief rents, rever-

fions, services, tythes, tythings, obventions, oblations, pensions, fees, dues, profits, fruits, emoluments, lights, members, and appurtenances whatsoever, and of what nature or kind soever, to the same belonging, or in anywise appertaining, or which at any time heretofore have been paid, taken, accepted, reputed or enjoyed as part, parcel or member of the said rectory of the parish church of _____ aforesaid, *To have, hold, perceive, take and enjoy* all the said rectory or parsonage of _____ with the mansion house of the said rectory, barns, stables, and all other houses and edifices, tythes, glebe lands, meadows, pastures, commons, oblations, obventions, pensions, fees, dues, profits, emoluments, and all and singular other the hereinbefore mentioned and intended to be hereby demised premises, with the appurtenances unto the said *C. D.* his executors, administrators and assigns, from the day of the date of these presents, unto the full end and term of _____ years from thence next ensuing, and fully to be compleat and ended, if he the said *A. B.* shall so long live and continue rector of the church of _____ aforesaid, together with full power and authority for him the said *C. D.* his executors, administrators and assigns, from time to time and at all times during the continuance of this demise, to enclose, advance and raise, or lessen and reduce any part or parts of the rents and profits of the said rectory, glebe lands, tythe and premises, and also to make such alteration and improvement therein as he the said *C. D.* his executors or administrators shall from time to time think proper, and to cut and sell any timber, or timber trees growing on the glebe lands or elsewhere, belonging to the

Habendum.

With full power of reducing the rents, &c. and making alterations, &c.

said rectory, and to all intents and purposes,
 and in all respects whatsoever to exercise
 ownership over the same premises hereby de-
 mised or mentioned, or intended so to be, in
 the same manner, to all intents and purposes
 as he the said *A. B.* might or could do as
 rector of the said rectory in case the same
 were in his possession undemised and these
 presents had not ever been made, *yielding and* Redden-
paying therefore yearly and every year during dum.
 the continuance of the said term, unto the
 said *A. B.* and his assigns, the rent or sum of
 £——— of lawful money of *Great Britain*,
 on the feast day of Saint *Michael* the Archangel,
 without any deduction, defalcation or abate-
 ment whatsoever, out of the same or any part
 thereof, for, upon account, or in respect of any
 taxes, rates, or assessments whatsoever, taxed,
 charged, assessed or imposed, or to be taxed,
 charged, assessed or imposed, whether the
 same be of the nature of those now in being,
 or of any other kind or nature whatsoever,
 upon or in respect of the said hereby demised
 premises, or any of them, or any part thereof,
 by authority of parliament, or otherwise how-
 soever, the first payment to begin and be
 made on the feast day of Saint *Michael* next
 ensuing the date of these presents. *And the* Covenant
 said *C. D.* doth hereby for himself, his exe- from lessee
 cutors, administrators and assigns, covenant to pay rent
 promise, and agree, to and with the said *A. B.* and taxes.
 his executors, administrators and assigns, by
 these presents in manner following, that is to
 say, that he the said *C. D.* his executors, ad-
 ministrators and assigns, or some or one of
 them, shall and will yearly and every year
 during the continuance of this demise well
 and truly pay or cause to be paid unto the
 said *A. B.* his executors, administrators or

To repair
the chancel
of the
church and
do other
repairs.

To insure
the build-
ings, &c.

assigns, the said yearly rent or sum of £ — on the day hereinbefore mentioned and appointed for payment thereof; and also shall and will from time to time, and at all times during the continuance of this demise, bear, pay and discharge all and all manner of taxes, rates, assessments, impositions, and other charges whatsoever, taxed, charged, assessed or imposed upon, or payable out of, or to be taxed, charged, assessed, or imposed on, or payable out of the said premises hereby demised, or any part thereof, or on the said *A. B.* his executors, administrators and assigns, in respect thereof by authority of parliament or otherwise howsoever, and thereof, and of and from every part thereof shall and will acquit, exonerate, and discharge as well the said *A. B.* and his assigns, as also the said hereby demised rectory and premises. *And also* that he the said *C. D.* his executors, administrators or assigns, or some or one of them, shall and will from time to time and at all times during the continuance of the term hereby demised, at his and their own proper costs and charges, when, where, and so often as need or occasion shall be or require, well and sufficiently repair, sustain, and maintain the chancel of the said church of — — afore-said, and all and every of the houses and buildings, fences and ditches belonging to the said rectory or parsonage, and other the premises hereby demised, or mentioned or intended so to be, and the same being so well and sufficiently repaired, sustained and amended, shall and will at the end, expiration, or other sooner determination of this present lease, which shall first happen, peaceably and quietly leave, deliver and yield up. *And also* that he the said *C. D.* his executors, admini-

strators or assigns, or some or one of them shall and will insure or cause to be insured, all and singular the houses and buildings hereby demised from or against loss or damage by fire, in some reputable insurance office, for such sum or sums of money as shall be equal to the worth or value thereof, and at all times hereafter during the continuance of the said term, make due and regular payments on the policies of insurance of the said premises to the said office, so as to keep the said hereby demised messuage and buildings continued insured with the said office from or against loss or damage by fire, all which sum and sums of money which shall be paid by the proprietors of the said insurance office, by virtue or in consequence of any such policy or policies of insurance, it is hereby agreed shall be forthwith or with all convenient speed laid out and applied in, for, or towards the rebuilding or substantially reinstating and making fit for habitation, and use, such of the said houses and buildings hereby demised, as shall happen to be burnt down or damaged by fire, as the case shall happen; and that if the said *C. D.* his executors, administrators or assigns, shall not make and continue, or cause to be made and continued, such insurance as aforesaid, then and in that case, he the said *C. D.* his executors, administrators and assigns, shall and will at his and their own costs and charges, cause and procure all such of the said house and buildings which shall be so burnt down or damaged by fire. to be rebuilt or in all respects substantially repaired, reinstated and made fit for habitation, or use, so soon as may be, upon such plan as he the said *C. D.* his executors, administrators or assigns,

LEASE.

shall deem proper. *And* that if the said houses and buildings hereby demised, shall be so insured and kept insured as aforesaid, and the sum or sums of money which shall be paid by the proprietors of the said insurance office, by virtue or in consequence of any such policy or policies of insurance, shall not be sufficient for the rebuilding or repairing all or such of the said houses or buildings hereby demised, as shall be burnt down or damaged by fire, then and in such case he the said *C. D.* his executors, administrators or assigns, shall and will advance or pay such sum or sums of money as together with the sum or sums of money which shall be paid by the proprietors of the said office, by virtue or in consequence of any such policy or policies of insurance as aforesaid, will be sufficient for rebuilding or substantially repairing, reinstating and making fit for habitation or use, all such of the said houses or buildings hereby demised, as shall be burnt down or damaged by fire, and cause or procure all the same houses and buildings to be rebuilt, or in all respects substantially repaired, reinstated and made fit for habitation or use as soon as may be, and that with good and proper materials of every sort and kind necessary for that purpose, and in the most perfect and workmanlike manner. *And* that he the said *C. D.* his heirs, executors and administrators, shall and will from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the said *A. B.* his heirs, executors and administrators, and his and their lands, tenements, goods and chattels, of, from and against all actions, and also such loss, costs, charges, damages and expences, either in law, in equity or elsewhere, as may be sustained if occasioned for or by reason or means of any dilapidations.

to indemnify the lessor against dilapidations.

tions which shall occur during the continuance of the said term hereby demised. And the said *A. B.* doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said *C. D.* his executors, administrators and assigns, in manner following, that is to say, that he the said *C. D.* his executors, administrators and assigns, (paying the above reserved rent in manner aforesaid, and also performing, fulfilling and keeping all and every the covenants, conditions and agreements herein and hereby mentioned and contained on his and their parts to be paid, done and performed according to the true intent and meaning of these presents) shall and lawfully may peaceably and quietly have, hold, use, take, receive, occupy, possess and enjoy all the said rectory, parsonage, tythes, glebe lands, and other the premises hereby demised, or mentioned or intended so to be, with their and every of their rights, members and appurtenances, for and during all the said term of ——— years hereby demised, if he the said *A. B.* should so long live and continue rector of ——— aforesaid, without any lawful let, suit, trouble, denial, eviction, ejection, interruption or disturbance whatsoever, of, from or by the said *A. B.* and every other person or persons whomsoever, lawfully claiming or to claim by, from, under, or in trust for him, or by or with his consent, privity, default or procurement. *Provided always*, and these presents are upon this condition nevertheless, and it is the true intent and meaning of these presents, that if the said *A. B.* shall do or omit to do any act, matter or thing in breach or non-performance of all or any of the covenants, conditions or agreements in these

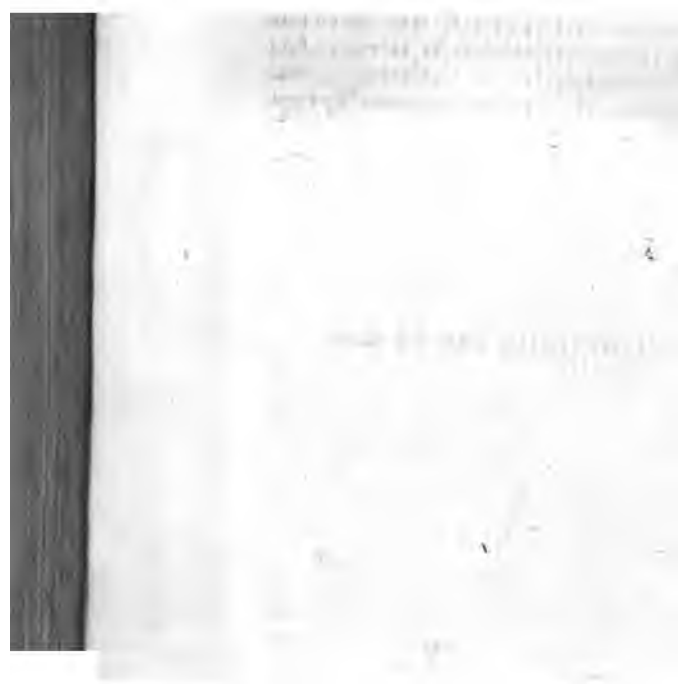
Power of
re-entry in
case of
breach of
covenants.

LEASE.

presents contained, on the part and behalf of the said *C. D.* his executors, administrators and assigns, to be performed and kept, then and from thenceforth it shall and may be lawful to and for the said *A. B.* at any time afterwards, into and upon the said hereby demised premises, or any part thereof, in the name of the whole, to re-enter, and the same and every part thereof to have again, repossess and enjoy as of his former estate, any thing herein contained to the contrary thereof in anywise notwithstanding. *In witness, &c.*

END OF THE FIRST VOLUME.





INDEX

TO THE FIRST VOLUME.

	Page
AGREEMENTS.	
<i>OBSERVATIONS on the nature and effect of agree- ments</i>	1
An agreement defined	<i>ib.</i>
Persons capable of entering into an agreement	2
How an agreement should be framed	3
How it is construed in equity	4
Need not express a consideration	<i>ib.</i>
References to books treating more largely upon the subject of agreements	<i>ib.</i>
<i>Precedents of agreements</i>	4
An agreement between a merchant and a book- keeper	<i>ib.</i>
— between a man and his creditors by way of indenture	7
— for the sale of an estate in possession	10
— the like of a reversion	11
— for the sale of timber	12
— to make an assignment of a lease	14
— for building a house	15
— for a hired servant	16
— relative to the management of a farm	18
— between co-executors relative to testa- tor's estate	31
— between two tradesmen, relative to as- signment of stock, &c.	38
— between a country trader, and a Lon- don factor	40
— for the sale of wheat	41
— for hiring lodgings	42, 43, 44
VOL. I.	R

INDEX.

	Page
Agreement for hiring a piece of ground, &c. for a term of years	46
— between a landlord and tenant for re-building premises, &c.	47
— for tenant to surrender a house to his landlord	50
— for continuing an expiring lease	51
Articles of agreement previous to an intended marriage	53

ANNUITY.

(Sec BOND—GRANT.)

APPOINTMENT.

<i>Observations on the nature and effect of appointments</i>	56
The definition of an appointment	ib.
Its operation and construction	ib.
Cannot be made to the immediate use of the appointee, and why	57
As to the appointment of a <i>feme covert</i>	ib.
Not necessary that her trustees should join	57
How deed of appointment should be framed	58
Equity will supply defects in appointments	ib.
Appointment includes a power of revoking and varying such appointment	59
References to treatises on the subject of appointments	ib.
<i>Precedents of appointments</i>	59
Joint power of appointment by a man and his wife	ib.
Appointment in fee, and grant and release thereon	61

APPRENTICE.

Articles of apprenticeship to a surveyor and builder (<i>special provisions</i>)	20
Articles of clerkship with an attorney	26
Indentures of apprenticeship to a seaman	29

INDEX.

	Page
ASSIGNMENT:	
<i>Observations on the nature of an assignment</i>	68
An assignment defined	<i>ib.</i>
What necessary to constitute a valid assignment	69
How it differs from a lease	<i>ib.</i>
How from an under lease	<i>ib.</i>
The legal operation of an assignment	70
No consideration necessary	<i>ib.</i>
The operative words of an assignment	71
Assignment may be made by note in writing	<i>ib.</i>
References to treatises on assignments	<i>ib.</i>
<i>Precedents of assignments</i>	71
Assignment for payment of debts	<i>ib.</i>
_____ of a debt with letter of attorney	72
_____ of a bond	74
_____ the like by indorsement	76
_____ of dower	77
_____ of a judgment	<i>ib.</i>
_____ of a bond and judgment by executors,	
in trust for creditors	79
_____ of an annuity	85
_____ of a lease	87
_____ the like from a mortgagor to a pur-	
chaser	89
_____ of lease by indorsement	94
_____ of a policy of insurance	98
_____ of a lease by note in writing	99
_____ of bankrupt's effects by the commission-	
ers	100
_____ the like to new assignees	106
_____ of a patent for an invention	116
_____ of a mortgaged term, to alter the in-	
heritance	118
_____ of several bonds to a trustee in contem-	
plation of a woman's marriage	121
_____ by way of mortgage of a lease held of	
the city of London	124
_____ of indentures of apprenticeship by an	
executor	132

INDEX.

	Page
Assignment of articles of clerkship -	134
——— of a term to guard against forfeiture on making a scoffment -	262

AWARD.

<i>Observations on the nature and effects of an award</i>	137
The definition of an award -	ib.
Its effect -	ib.
What may be the subject of an award -	138
Who may refer matters to arbitration -	139
<i>Precedents of awards</i> -	140
An award by arbitration for payment of money, and conveyance of land -	ib.
Another in a different form -	143
A nomination of an umpire by arbitration appointed by Chancery -	145
An award by an umpire -	146

BARGAIN AND SALE.

<i>Observations on the nature and operation of a bargain and sale</i> -	148
This species of assurance introduced by 27 Hen. 8. c. 10. and how -	ib.
How it operates to work a conveyance -	ib.
When made of freehold premises required to be inrolled -	149
Observation on its efficacy -	ib.
Who enabled to convey by bargain and sale (see <i>Errata</i>) -	149, 150
What consideration necessary -	150
How to be set forth -	ib.
What operative words necessary -	151
As to bargain and sale at <i>Beverly</i> -	152
<i>Precedents of bargains and sale</i> -	151
Bargain and sale of lands, &c. -	ib.
——— to tenants in common -	152
——— a proviso restraining the natural effects of the operative words -	ib.

INDEX.

	Page
Bargain and sale to make a tenant to the <i>precipe</i>	153
—— from mortgagee, commissioners, and	
affinees of a bankrupt (<i>with observations</i>)	157

BILL OF SALE.

<i>Observations on this instrument</i>	163
The nature of a bill of sale, and how it differs	
from a bargain and sale, and a mortgage	<i>ib.</i>
<i>Precedents of bills of sale</i>	169
Bill of sale of goods and chattels	<i>ib.</i>
—— of goods conditioned in nature of a	
mortgage	170
—— of goods distrained for rent	172

BOND.

<i>Observations on the nature of bonds</i>	173
The definition of a bond	<i>ib.</i>
The difference between <i>simple</i> and <i>conditional</i> bonds	<i>ib.</i>
The construction of the penal or obligatory part	
of a bond	174
Statute 4 and 5 Anne, c. 16. on <i>pecuniary</i> bonds	<i>ib.</i>
What requisite in the framing a bond	<i>ib.</i>
Bonds must be founded on a lawful contract	175
<i>Precedents of bonds</i>	175
A simple bond for payment of money	<i>ib.</i>
—— the like to a churchwarden or over-	
seer of the poor	176
—— conditioned for payment of money at	
one time	<i>ib.</i>
—— for payment of money at different	
times	177
—— to pay money quarterly	<i>ib.</i>
—— on the day of marriage	178
—— to pay money according to a mortgage	<i>ib.</i>
—— condition of a <i>bottomree</i> bond	<i>ib.</i>

INDEX.

	Page
A simple bond a <i>respondentia</i> bond	179
—— a <i>post obit</i> bond	181
—— to make and deliver conveyances	182
—— to execute an assignment	183
—— to execute the counterpart of a deed	<i>ib.</i>
—— to perform covenants	<i>ib.</i>
—— to marry a woman or forfeit a sum of money	184
—— on marriage, to leave wife and issue a competent provision	185
—— from trustees duly to account	186
—— on marriage to pay wife a certain annual sum for her separate use	187
—— to indemnify purchaser against the event of a Chancery suit	188
—— from a surety that a rent gatherer shall account	189
—— for providing clothes for an apprentice	190
—— that apprentice shall perform articles	191
—— from petitioning creditor in order to issue commission of bankruptcy	192
—— counterbond on bail	193
—— bond to indemnify a parish from bastard child	194
—— to indemnify a surety	195, 198
—— to indemnify a mortgagee against dower	196
A common arbitration bond	199
A variation of the above when an umpire is to be appointed	200
The like where the submission is to be made a rule of court	<i>ib.</i>
Variation when the condition is special	201
Bond on marriage to permit a wife to make a will	202
—— for payment of an annuity	203, 205
—— for delivering up fixtures at the end of the term	204
—— for securing an annuity on a contingency	206

INDEX.

	Page
CONFIRMATION.	
<i>Observations on the nature of a confirmation</i>	208
The definition of a confirmation	ib.
Upon what estate it operates	ib.
For what purposes used	ib.
The operative words of this deed	209
References to treatises on the subject of confirmations	ib.
<i>Precedents of confirmations</i>	209
Confirmation by an heir at law of his father's will in favour of a devisee, with conveyance, &c.	ib.

CONVEYANCE.

(See LEASE AND RELEASE).

COVENANT.

<i>Observations on deeds of covenant, and on covenants, provisoes, &c. in a deed</i>	212
A covenant defined, and how it differs from a proviso	ib.
Of exprefs and implied covenants	ib.
How a covenant is to be framed	213
The like of a proviso	ib.
For what purposes covenants are used	ib.
Will operate in some cases as a conveyance	ib.
What covenants are binding on an assignee	214
The covenants usually inserted in deeds	215
<i>Precedents of covenants, provisoes, &c.</i>	215
A deed of covenant relative to a <i>post obit</i> contract	215
Covenant to seal a lease according to a draught made	218
— where no draught made	ib.
— from mortgagors that they have not incumbered	219
— in a mortgage for reducing interest if regularly paid	220

INDEX.

	Page
Covenant to levy a fine in the great sessions of Wales	221
— to levy a fine <i>sur concessum</i>	223
Proviso for reducing daughters portions, if they take to a life of celibacy	224
— to guard against the letting in of incumbrances of a remainder man upon the life estate	225
— requiring persons taking under a settlement to assume the name and arms of the settler	226
— for preventing forfeiture of copyholds, if accidentally conveyed as freehold	230
Deed of covenant to produce title deeds	231

DECLARATION OF TRUST.

<i>Observations thereon</i>	233
<i>Precedents of declarations of trusts</i>	234
Declaration of trust relative to part of a sum advanced on mortgage	ib.
— by executors on receiving purchase money of estates, chargeable with legacies	235

DEFEASANCE.

<i>Observations on the nature of a defeasance</i>	242
Definition of a defeasance	ib.
How it differs from the condition of a bond	ib.
<i>Precedents of defeasances</i>	242
Defeasance between the parties to a bond relative to a collateral security	242
— of an agreement in marriage articles upon certain contingencies	244

DEMISE AND REDEMISE.

<i>Observations on the nature and use of this assurance</i>	247
Now superfed in practice	ib.

INDEX.

Page.

ENFRANCHISEMENT.

<i>Observations on the nature of a deed of enfranchisement</i>	248
For what purpose chiefly used	<i>ib.</i>
By what species of conveyance affected	<i>ib.</i>
May arise by implication	<i>ib.</i>
<i>Precedent of a deed of enfranchisement</i>	248

EXCHANGE.

<i>Observations on the nature and effect of an exchange</i>	255
Definition of an exchange	<i>ib.</i>
What necessary to the validity of a deed of exchange	<i>ib.</i>
The incidents to this species of deed	<i>ib.</i>
No livery of seisin necessary but entry requisite	256
The most proper instruments for effecting an exchange	260 (Note)
<i>Precedent of a deed of exchange</i>	257

FEOFFMENT.

<i>Observations on the nature and operation of a deed of feoffment</i>	261
Now superseded in practice	<i>ib.</i>
<i>Precedent of a deed of feoffment</i>	269

FINE.

<i>Observations on the nature, effect, and uses of a fine</i>	273
Definition of a fine	<i>ib.</i>
Supplies the necessity of livery of seisin at common law	273
Was originally an actual suit between the parties	<i>ib.</i>
The several species of fines	274
The properties, and security of a fine.	<i>ib.</i>
Its principal use	<i>ib.</i>
References to treatises on fines	<i>ib.</i>

GRANT.

<i>Observations on the nature of a grant</i>	-	275
The definition of a grant	-	<i>ib.</i>
For what purposes used	-	<i>ib.</i>
<i>Precedents of grants</i>	-	276
Grant of an annuity for the life of the grantor, with special covenants and securities	-	276
— of the next presentation to a rectory	-	292
— of a perpetual yearly rent-charge as an in- demnity to a purchaser	-	296

LEASE.

<i>Observations on the nature of a lease</i>	-	308
Definition of a lease	-	<i>ib.</i>
What estate may be granted by lease	-	<i>ib.</i>
As to the framing of a lease for years	-	<i>ib.</i>
The form not material	-	<i>ib.</i>
But must be for a less term than the lessor's in- terest	-	309
As to its commencement and determination	-	310
As to the framing a lease for life	-	309
Some care necessary in this respect	-	<i>ib.</i>
As to leases of tenants in tail, &c.	-	310
<i>Precedents of leases</i>	-	<i>ib.</i>
Lease of a house in London	-	<i>ib.</i>
Lease of a farm of freehold and copyhold pre- mises (<i>very special</i>)	-	315
Lease of tythes	-	335











